

CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Mark Bond
Mike Todd • Vince Cavaleri • John Steckler • Stephanie Vignal

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the City Clerk at (425) 921-5725 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and residency for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2019-852

Next Resolution No. 2019-580

**July 23, 2019
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

- A. Public comment on items on or not on the agenda

OLD BUSINESS

- B. East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) - Professional Services Contract
(Gina Hortillosa, Director of Public Works & Development Services)
- C. 132nd Street Mid Block Crossing - Pedestrian and Bicycle Safety Program Grant Award
(Gina Hortillosa, Director of Public Works & Development Services)

NEW BUSINESS

- D. Heron Park Professional Services Contract
(Matthew Feeley, Supervising Engineer)
- E. Storm Pipe C Failures - Design Professional Services Contract
(Gina Hortillosa, Director of Public Works & Development Services & Matthew Feeley, Supervising Engineer)
- F. Lodging Tax Advisory Committee (LTAC) Small Grant Funding Opportunity
(Meredith Cook, Communications & Marketing Coordinator)

CONSENT AGENDA

- G. Approval of Checks #60573 through #60647 and ACH Wire Transfers in the Amount of \$575,992.87
(Audit Committee: Councilmember Todd and Councilmember Vignal)
- H. Payroll and Benefit ACH Payments in the Amount of \$406,797.95
(Audit Committee: Councilmember Todd and Councilmember Vignal)
- I. Special City Council Meeting Minutes of March 12, 2019
- J. City Council Meeting Minutes of March 12, 2019

REPORTS

- K. Mayor/Council
 - Snohomish County Light Rail Communities
- L. City Manager
 - Council Planning Schedule
- M. Staff
 - Park & Recreation Board Meeting Minutes of May 1, 2019

AUDIENCE COMMUNICATION

- N. Public comment on items on or not on the agenda

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- O.
 - To discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g)
 - To discuss items related to litigation pursuant to RCW 42.30.110(1)(i)

Action may or may not be taken.

ADJOURNMENT



Agenda Item # B
Meeting Date: July 23, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: EAST GATEWAY URBAN VILLAGE (EGUV) SPINE ROAD WEST CONNECTION (PHASE 1) -PROFESSIONAL SERVICES CONTRACT

PROPOSED MOTION:

Motion to authorize the City Manager to execute a contract with Gray & Osborne, Inc. for engineering and right-of-way services for property acquisition needed for future construction of East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) and relocation of existing drainage pond in an amount not to exceed \$118,200.

KEY FACTS AND INFORMATION SUMMARY:

The EGUV subarea plan was designed with internal access provided via a "Spine Road." Several parcels in the East Gateway Urban Village have already built, or are in the process of building, the "Spine Road" within their development. Within the Phase 1 section located west of 44th Ave. SE, right-of-way was dedicated as part of the approval of development for the Gateway Building, the Vintage and The Farm. However, right-of-way has not been dedicated for two other parcels: Rim Kim and the Advent Lutheran Church (Attachment A).

This project is included in the 2019-2024 Capital Improvement Plan (Attachment B) and will complete:

- A) Acquisition of 72 LF of Right-of-way for the "Spine Road" at Rim Kim and Advent Lutheran Church. This means that all right-of-way needs for the roadway from 39th Ave. SE to 44th Ave. SE would be fulfilled.
- B) Possible additional right-of-way acquisition needed to address surface water needs: relocation of the detention pond located at the Advent Lutheran Church parcel and surface water runoff created by the proposed (new) roadway.
- C) Acquisition of a 20 LF pedestrian easement located on the south boundary line of the Rim Kim and Advent Lutheran Church parcels for future pedestrian connectivity throughout the EGUV.

In April 2019, staff contacted four consultants from the Municipal Research and Services Center (MRSC) consultant roster soliciting Request for Qualifications (RFQs) for engineering and right-of-way professional services associated with the Spine Road West Connection (Phase 1). Gray & Osborne, Inc. submitted an RFQ and staff confirmed references from other public agencies. A professional services agreement has been prepared (Attachment C). A summary of the scope of services include:

- **Project Management:** Communication with City staff and management of consultant team.
- **Survey:** Perform ground survey to establish horizontal control with existing monuments and already built roadways, review of title reports and determine invert elevations of existing surface water facilities.
- **Surface Water Review and Analysis:** Review of drainage reports for EGUV developed properties with the purpose to determine conveyance capacity through these developments. Perform a hydraulic analysis to determine storm water storage and treatment for the proposed 72 LF of right-of-way and existing detention pond at the Advent Lutheran Church property. Evaluate options (underground vaults, ponds, etc.) to determine required right-of-way needs associated with surface water.
- **Legal Descriptions:** Prepare legal descriptions associated with right-of-way acquisition parcels.
- **Right-of-way Services:** Tasks will follow the City of Mill Creek Right of Way Procedures approved by WSDOT (Washington State Department of Transportation) - Attachment D. Additionally, the roadway has been classified as an Urban Minor Arterials by FHWA (Federal Highway Administration) –Attachment E. This facilitates future grant opportunities for design and construction.

The engineering and right-of way services are estimated to be completed in July of 2020.

CITY MANAGER RECOMMENDATION:

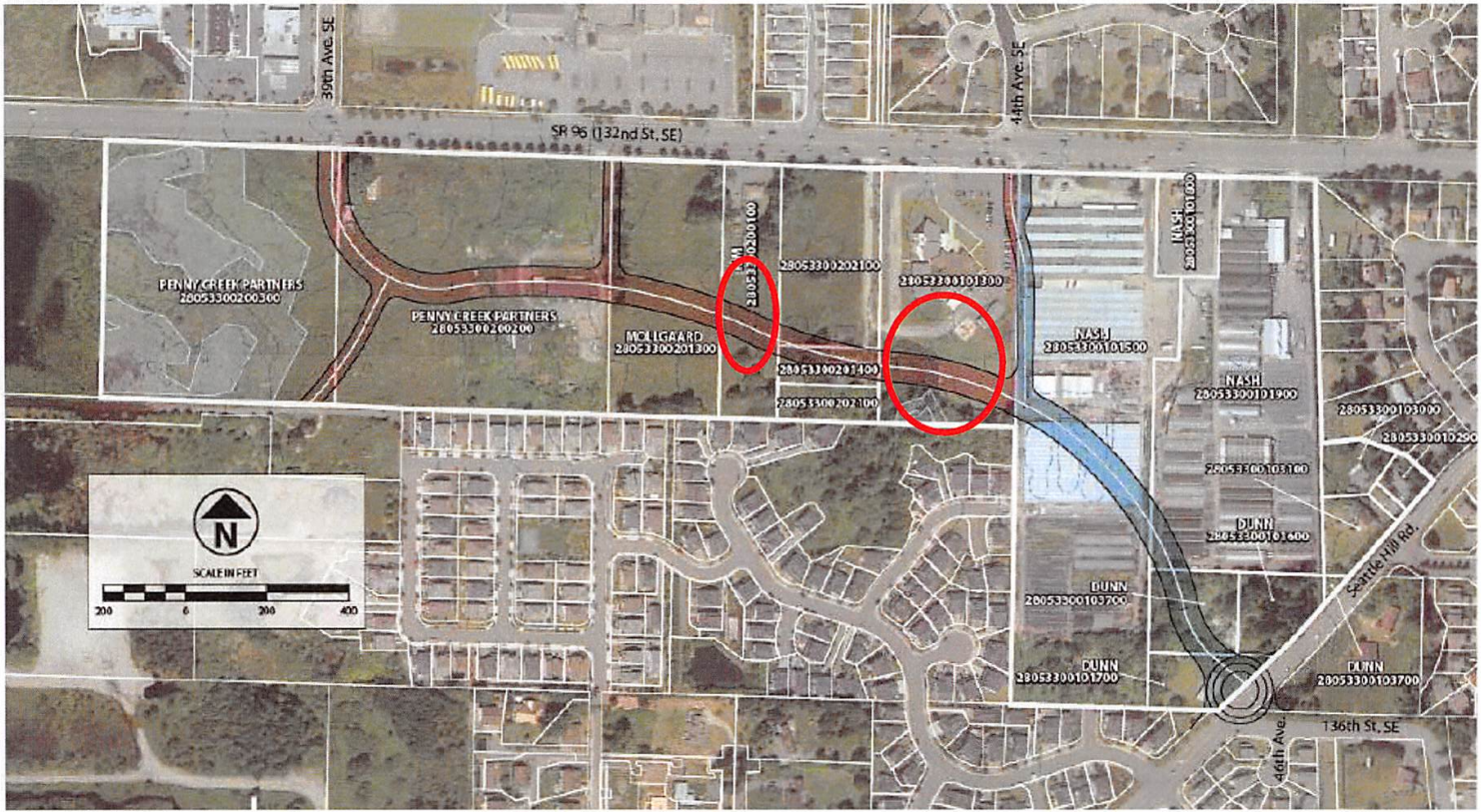
The City Manager recommends that City Council authorize the City Manager to execute a contract with Gray & Osborne, Inc. for engineering and right-of-way services for property acquisition needed for future construction of East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) and relocation of existing drainage pond in an amount not to exceed \$118,200.

ATTACHMENTS:


- Attachment A: Aerial Map of parcels in EGUV
- Attachment B: 2019-2024 Capital Improvement Plan EGUV Spine Road West Connection (Phase 1) Project Sheet
- Attachment C: Contract 2019-X Professional Services –Gray & Osborne, Inc.
- Attachment D: City of Mill Creek Right of Way Procedures approved by WSDOT
- Attachment E: FHWA functional classification for Spine Road
- Attachment F: PowerPoint Presentation

Respectfully Submitted:

Michael G. Ciaravino
City Manager



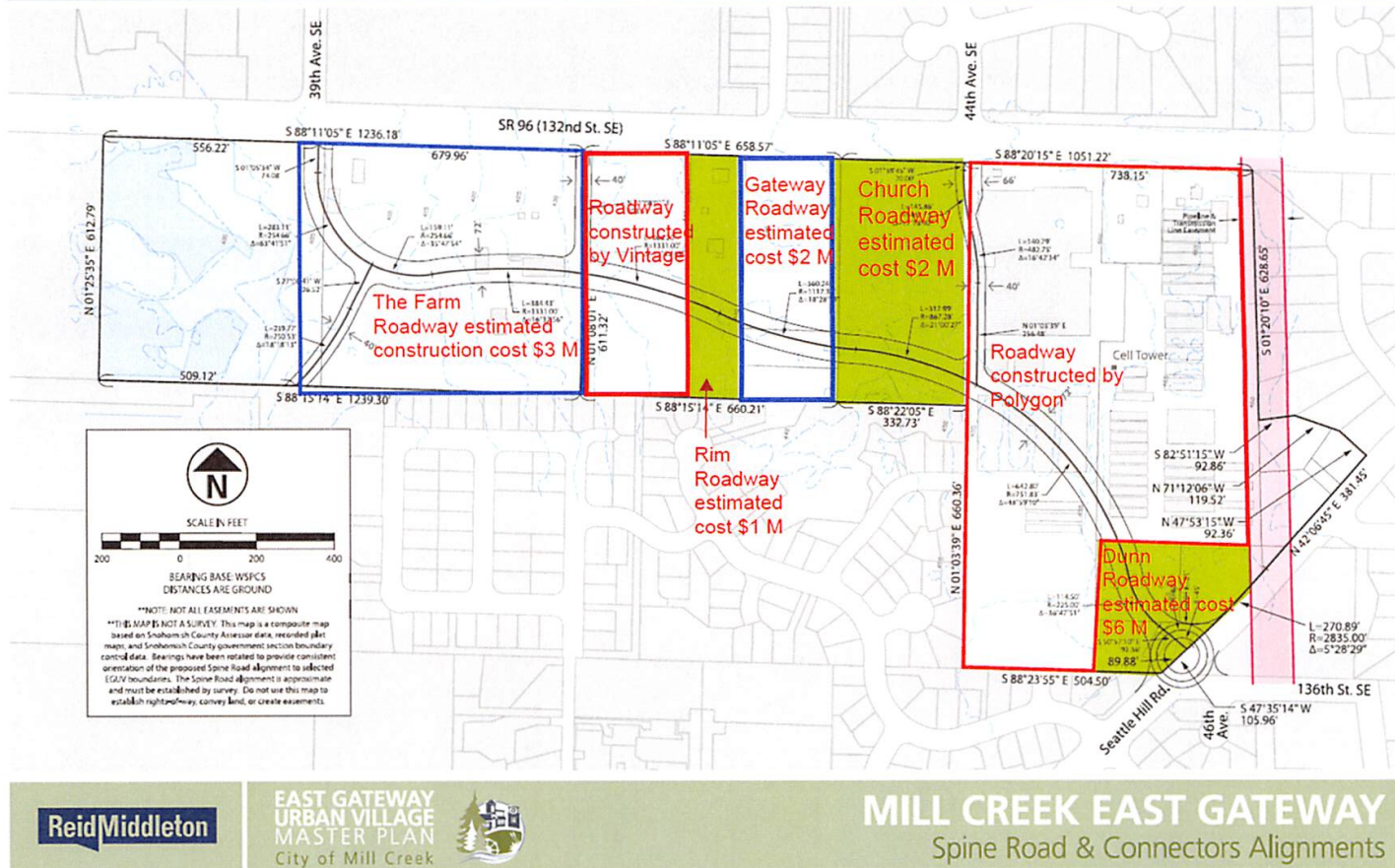
Reid Middleton EAST GATEWAY URBAN VILLAGE MASTER PLAN City of Mill Creek  **MILL CREEK EAST GATEWAY** Property Owners

 Parcels without right-of-way dedication

- Right-of-way to be purchased and constructed
- Right-of-way to be constructed

Attachment 9 Spine Road Estimated Construction Costs

FIGURE 3



ReidMiddleton

EAST GATEWAY
URBAN VILLAGE
MASTER PLAN
City of Mill Creek



MILL CREEK EAST GATEWAY
Spine Road & Connectors Alignments

PROJECT NAME:	EGUV Spine Road West Connection (Phase 1)
PROJECT #:	19-ROAD-15
DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

Transportation Project

STRATEGIC PRIORITY
Community Preservation, Civic Pride, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road." Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 39th Ave. SE to 44th Ave. SE. Costs include appraisals, review of appraisals, and partial right-of-way purchase needed at two parcels for subsequent roadway design and construction. A 72 LF right of way width is needed for the "Spine Road." Beyond the purchase of the right of way in 2019, work does not yet have funds committed.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design		\$ -						\$ -
Right-of-Way		\$ 500,000						\$ 500,000
Construction								\$ -
Total Project Expenditures	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Road Mitigation Funds		\$ 500,000						\$ 500,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000



CONTRACT _____

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
EGUV SPINE ROAD WEST CONNECTION (PHASE 1) RIGHT-OF-WAY**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Gray & Osborne, Inc., a corporation organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design and right-of-way services related to the EGU V Spine Road West Connection (Phase 1) Right-of-Way (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and

during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2020 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 9.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional

compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City). All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work. The City acknowledges that gathering, copying, and transmitting documents in this manner is not included in the Scope of Work and agrees to compensate the Engineer accordingly.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of One Hundred Eighteen Thousand Two Hundred and 00/100 (\$118,200.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in

accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further

waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation

act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

15.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

15.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

15.2.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

President
Gray & Osborne, Inc.
1130 Rainer Avenue South, Suite 300
Seattle, Washington 98144
206-284-0860 (p)
206-283-3206 (f)

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

GRAY & OSBORNE, INC.

Michael G. Ciaravino, City Manager

Michael B. Johnson, P.E., President

Date: _____

Date: _____

Peggy Lauerman, Finance Director

Bars Code #: _____

Council Approval Date: _____

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

EXHIBIT A**SCOPE OF WORK****EGUV SPINE ROAD WEST CONNECTION (PHASE 1)
RIGHT-OF-WAY**

The Consultant will provide engineering and right-of-way services for the East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) to assist the City in acquiring 72-foot wide right-of-way from Parcels 28053300101300 (Advent Lutheran), 28053300200101 (Kim) and 28053300200100 (Kim). The proposed right-of-way will connect to the existing 44th Avenue SE, the 133rd Street SE, and Spine Road rights-of-way. See attached Exhibit A-1. The City also desires a 20-foot wide pedestrian easement, along the south property line, to be acquired from the Advent Lutheran and Kim properties. The right of way and easements will be acquired at the same time. Right-of-way and easement acquisition services for the EGUV Spine Road West Connection (Phase 1) Project will be furnished in accordance with the federal process as outlined the City's adopted right of way procedures, the Washington State Department of Transportation's Local Agency Guideline Manual (M36-63), and Right of Way Manual (M26-01).

The proposed right of way alignment will go through Advent Lutheran Church's stormwater detention pond. Advent Lutheran's stormwater storage will need to be replaced when Spine Road is constructed between The Vintage at Mill Creek and 44th Avenue SE. The 2012 EGUV Stormwater Plan planned for a regional stormwater system (pretreatment, storage and conveyance). The City will not be installing a regional stormwater system for the Advent Lutheran, Gateway, and Kim properties. The Consultant will prepare a stormwater analysis to assess the stormwater treatment, storage, and conveyance requirements for the existing conditions on the Advent Lutheran property and the 72-foot wide right-of-way between The Vintage and 44th Avenue SE. This information will be used to determine whether additional property will be required for stormwater storage and treatment and the conveyance route to the wetland. The City will provide the Consultant the typical street cross section to use in the analysis.

The Consultant will complete the following tasks.

1. Project Management
 - a. Provide overall project management to include resource allocation, client contact, and coordination with the City.
 - b. Manage consultant team comprised of Consultant's staff and subconsultants.
 - c. Review monthly expenditures and scope activities. The consultant will track the costs associated with acquiring the easements separately.

- d. Provide a summary of activities to the City with each invoice.
2. Survey
- a. Review title reports for Parcels 28053300101300 (Advent Lutheran), 28053300200100 (Kim), and 2853300200101 (Kim), and plats and binding site plans dedicating 44th Avenue SE, the 133rd Street SE, and Spine Road right-of-way.
 - b. Create a drawing showing Parcels 2853300101300 (Advent Lutheran), 2853300207000 (132nd Street Land Dev, LCC), 2853300207100 (132nd Street Land Dev. LCC), 2853300207200 (132nd Street Land Dev. LCC, 2853300200100 (Kim), 2853300200101 (Kim), 2853300207700 (Vintage), 2853300207800 (Vintage), 28053300208000 (Vintage) and 2853300207900 (Vintage) and the existing 44th Avenue SE, 133rd Street SE and Spine Road right-of-way.
 - c. Perform a ground survey to tie into the existing section monuments to establish horizontal control.
 - d. Perform an as built survey of the 44th Avenue SE and future Spine Road intersection to confirm the location of the existing improvements are within the 144th Avenue SE/future Spine Road right-of-way.
 - e. Provide limited survey to determine invert elevations of existing storm facilities. A topographic survey of the proposed right of way and adjacent lots is not included.
3. Horizontal Alignment
- a. Develop a horizontal center line alignment that will connect to the center of the 44th Avenue SE, Spine Road and 133rd Street SE right-of-way. The maximum design speed that will be used to develop the horizontal center line will be 25 mph. The design criteria in AASHTO's "A Policy on Geometric Design of Highways and Streets" will be used. It is assumed it will be possible to connect to the existing right-of-way using this criterion.
4. Stormwater Review and Analysis
- a. Review the stormwater reports for The Farm at Mill Creek, The Vintage at Mill Creek, and the 2012 EGUV Stormwater Plan. It is assumed the storage and treatment facilities provided at The Farm at Mill Creek are adequate for the runoff created by the proposed development at The Farm at Mill Creek and the development at The Vintage at Mill Creek and additional treatment/detention will not be considered for these developments. This review is focused on determining the available

conveyance capacity through these properties to the wetland at The Farm at Mill Creek.

- b. Perform a hydraulic analysis to determine the stormwater treatment and storage volume, using the 2012 Stormwater Manual for Western Washington (as amended in December 2014) for the proposed 72 feet right of right-of-way, between The Vintage at Mill Creek and 44th Avenue SE, and the existing developed condition at Advent Lutheran property.
- c. Evaluate storm water storage and treatment options for the runoff created by the proposed 72-foot right-of-way and the Advent Lutheran Church property. Storage options will include, storage pipe within the right-of-way, underground vault(s), and surface ponds. Treatment options will include rain gardens, biofiltration structures, and wet vaults. Prepare an estimated area for each option. This information will be used to determine whether the City will need to acquire additional property, beyond the 72-foot right-of-way to provide for stormwater storage and treatment.
- d. Size the conveyance pipe to carry the stormwater generated by Kim, Gateway, and Advent Lutheran properties and the proposed 72-foot right-of-way between The Vintage at Mill Creek and 44th Avenue SE assuming on site detention has been provided for all properties.
- e. Determine an outlet route to dispose of the detained and treated stormwater. Alternative routes will include the conveyance pipes in The Farm and The Vintage and new pipes in the easement along the south property line of The Farm and The Vintage.
- f. Prepare a letter report summarizing the analysis and recommendations

5. Right of Way Plan

- a. Using the centerline alignment created in Task 3 and, if recommended, storage and treatment areas determined in Task 4. Prepare a Right of Way Plan in accordance with the LAG Manual. The Right of Way Plan will show: old and new right-of way limits, all property to be acquired, calculated area of parcels to be acquired and remaining parcel, and any improvements within 100 feet of existing right-of-way.
- b. Prepare a right of way legal written description and exhibit for Parcels 28053300101300 (Advent Lutheran) and 28053300200100 (Kim) and one additional parcel if required.
- c. Prepare 20-foot wide pedestrian easements legal written description and exhibit for Parcels 28053300101300 (Advent Lutheran) and 28053300200100 (Kim).

6. Right-of-Way Services (to be performed by Abeyta & Associates)
 - a. Obtain Preliminary Title Reports – three parcels;
 - b. Provide the City of Mill Creek with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for three parcels;
 - c. Prepare and setup parcel files (three parcels);
 - d. Prepare a True Cost Estimate for (three parcels);
 - e. Prepare one appraisal and appraisal review for each parcel. Abeyta will subcontract and manage completion of the appraisal and appraisal review. Appraisal and appraisal review reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, and the WSDOT Right of Way Manual;
 - f. Prepare acquisitions forms needed to obtain right-of-way and easements from three parcels. The cost of services assumes right of way and easements are acquired and the same time;
 - g. Prepare and review offer package and package assemblage. This proposal does not include condemnation assistance, or the preparation or the negotiations of a Possession and Use agreements (three parcels);
 - h. Provide negotiation services for the purchase of right-of-way and easements from landowner (Kim and Advent Lutheran), and right of way for stormwater treatment and storage for one parcel. Proposal assumes five meetings for each parcel;
 - i. Coordinate with the title company to obtain titles vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel. (The City will issue actual payment of all fees and closing costs such as title policies, recording fees, and escrow services if necessary) – a total of three parcels;
 - j. Provide overall coordination for right-of-way and easement activities; maintain records, parcel diary reports, files, documents and reports;
 - k. Provide written status reports on a monthly basis and provide verbal status reports as requested;

- l. Attend monthly project status meetings as requested (maximum of four meetings); and
- m. Deliver completed file for each parcel to the City of Mill Creek (three parcels).

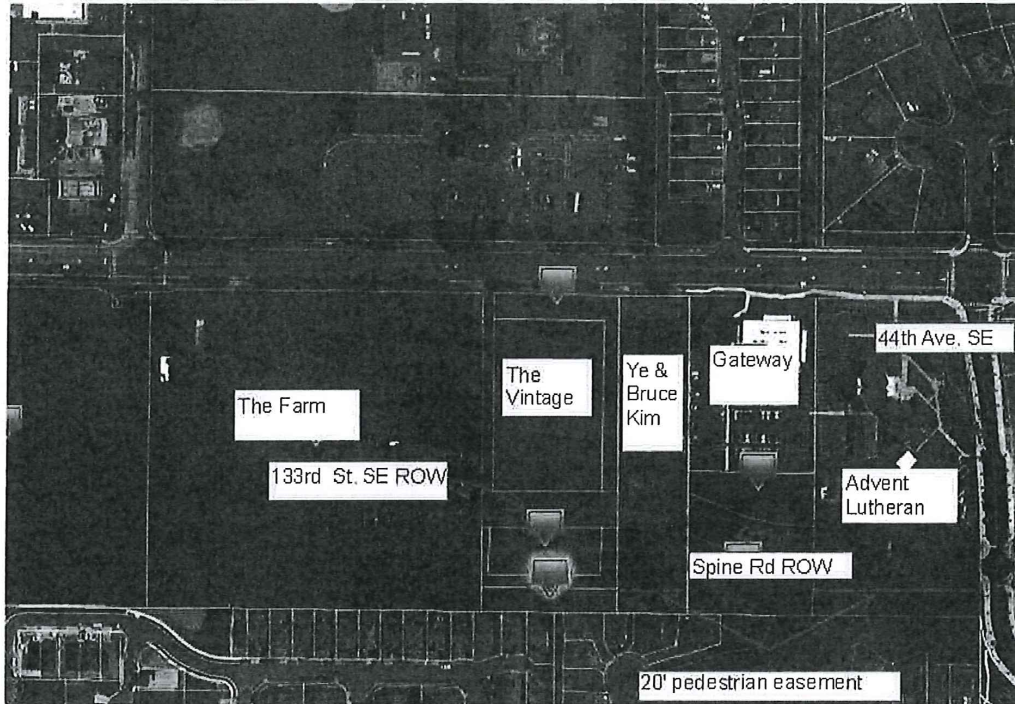
7. Management Reserve

The purpose of the Management Reserve is to provide limited additional services as may be desired by the City. This work may include additional meetings, legal descriptions and exhibits, and right-of-way acquisition services related to this project. The Consultant shall not incur costs or utilize any portion of these funds without specific and further written authorization from the Agency.

SCOPE EXCLUSIONS

- 1. Those services related to obtaining releases of encumbrances from title, which require legal action;
- 2. Condemnation assistance, preparation of and negotiating P&U agreement, and subsequent litigation;
- 3. Closing costs such as recording fees, escrow services, title insurance fees, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the City;
- 4. Continuing negotiations for those parcels that are listed for condemnation or for possession and use agreements;
- 5. Appraisal and appraisal review fees relating to the condemnation process;
- 6. Relocation Assistance;
- 7. Developing agreement for maintenance of Advent Lutheran detention facilities within the right-of-way; and
- 8. Preparing short-plat(s) to create new lots.

EXHIBIT A-1



**EXHIBIT B
PROJECT SCHEDULE**

Task	Start	Complete
City issues NTP	July 15, 2019	
2: Survey	July 29, 2019	August 23, 2019
3: Horizontal Alignment	August 23, 2019	September 6, 2019
4: Stormwater Review and Analysis	July 22, 2019	September 27, 2019
5. Right of Way Plan	July 29, 2019	October 11, 2019
6: Right of way		
Order Title Reports	July 16, 2019	
Review Title Reports and ROW Plan	October 11, 2019	October 14, 2019
Start True Cost Estimate (TCE) and Appraisal	October 14, 2019	December 14, 2019
Start Offer Packages	October 14, 2019	January 6, 2019
Start Appraisal Review	December 14, 2019	January 6, 2020
Determination of Valve Concurrence by City	January 6, 2020	January 13, 2020
Start Negotiations	January 13, 2020	
Deliver 1 st Offer Notice by		January 20, 2020
Deliver 2 nd Offer Notice by		February 17, 2020
Deliver 3 rd Offer Notice by		March 16, 2020
Deliver Rescind Notice or Final Notice with Date of when file will be delivered to City Attorney		April 20, 2020
Start Closing Process one of three parcels	March 6, 2020	
Continue Closing Process two of three Parcels	April 6, 2020	
Continue Closing Process three of three parcels	May 4, 2020	June 5, 2020
Deliver Files		July 7, 2020

EXHIBIT "C"

COST SUMMARY

EGUV Spine Road West Connection (Phase 1) Right-of-Way

Tasks	Principal/ Project Mgr. Hours	Project Engineer Hours	Professional Land Surveyor (PLS)	Field Survey (2 person crew)
1 Project Management	9			
2 Field Survey	1	4	12	20
3 Horizontal Alignment	1	8		
4 Stormwater Review and Analysis	32	128	2	8
5 Right-of-Way Plan	3	8	12	
6 Right-of-Way Services	12			
Hour Estimate:	58	148	26	28
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$113 to \$145	\$113 to \$145	\$116 to \$213
Estimated Fully Burdened Billing Rate:*	\$189	\$130	\$145	\$195
Fully Burdened Labor Cost:	\$10,962	\$19,240	\$3,770	\$5,460

Total Fully Burdened Labor Cost:	\$ 39,432
Direct Non-Salary Cost:	
Expenses (Mileage @ current IRS rate)	\$ 469
Subconsultant:	
Abeyta & Associates	\$ 49,726
Subconsultant Overhead (10%)	\$ 4,973
Subtotal, Estimated Cost, Right-of-Way:	\$ 94,600
Subtotal, Estimated Cost, Easements (Exhibit C-1):	\$ 6,600
Management Reserve:	\$ 17,000
TOTAL ESTIMATED COST:	\$ 118,200

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Prepared for: Gray & Osborne, Inc.

Exhibit C
Abeyta Associates Proposal
City of Mill Creek EGUV Spine Road West Connection (Phase 1)

Item 1: Project Administration	Prop Mgt	Admin	PM / Sr.	SR	Title	REO	Escrow	Total
			Acq Agent	Acq Agent				
Coord & Meetings with Cityand G&O			32					32
Certification Assistance -			0					0
Contract Admin & Management -			4					4
Project Funding Estimate / True Cost Estimate			20	12				32
Progress Reporting / Billing -			10	5				15
Coord w/Sub consultants-			7					7
Hours:	0	0	73	17	0	0	0	90
Direct Labor \$:		0.00	9,417.00	1,819.00				\$ 11,236.00
Item 2: Right-of-Way Acquisition								
Title Report Review, ROW Plan and Legal Descriptions Review			8	7				15
Pre-Offer/File Setup/Offer Package Assemblage			12	15				27
Negotiations			40	30				70
Clearing Title -			22	13				35
Condemn Support -			n/a					0
Data/file & Diary Maintenance & Delivery			6	9				15
Hours:	0	0	88	74	0	0	0	162
Direct Labor \$:		0.00	11,352.00	7,918.00				\$ 19,270.00
Direct Labor Totals:								
Hours:	0	0	161	91	0	0	0	252
Dollars:	0	0.00	20,769.00	9,737.00	0	0	0	\$ 30,506.00

Per Parcel Breakdown:
Acquisitions: 3 Parcels
Appraisal & Appraisal Review: 3
Preliminary Title Reports: 2

Direct Salary Cost:	\$ 30,506.00
Direct Labor Rate:	n/a
Audited Overhead Rate:	n/a
Profit:	n/a
Composite Multiplier:	
*Total Labor Fee: \$ 30,506.00	
Expenses:	
Title Reports (3)	\$ 1,575.00
Review Appraisals	\$ 3,600.00
Appraisal (3)	\$ 13,500.00
Mileage/Travel	\$ 375.00
Reprographic, Copy, & Printing	\$ 75.00
Courier Overnight Postage	\$ 95.00
Subtotal:	\$ 17,645.00
*TOTAL	\$ 49,726.00

EXHIBIT "C -1"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

EGUV Spine Road West Connection (Phase 1) Right-of-Way - 2 Pedestrian Easements

Tasks	Principal/ Project Mgr. Hours	Project Engineer Hours	Professional Land Surveyor (PLS)	Field Survey (2 person crew)
1 Project Management	1			
2 Field Survey				
3 Horizontal Alignment				
4 Legal Descriptions	1		8	
5 Right of Way Services	1			
6 Stormwater Review and Analysis				
Hour Estimate:	3	0	8	0
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$113 to \$145	\$113 to \$145	\$116 to \$213
Estimated Fully Burdened Billing Rate:*	\$189	\$130	\$145	\$195
Fully Burdened Labor Cost:	\$567	\$0	\$1,160	\$0

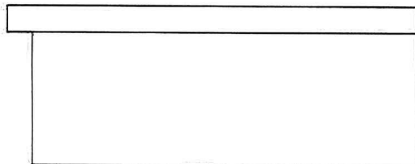
Total Fully Burdened Labor Cost:	\$	1,727
Direct Non-Salary Cost:		
Expenses (Mileage @ current IRS rate)	\$	107
Subconsultant:		
Abeyta & Associates	\$	4,333
Subconsultant Overhead (10%)	\$	433
TOTAL ESTIMATED COST:	\$	6,600

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Prepared for: Gray & Osborne, Inc.

**Exhibit C-1
Abeyta Associates Proposal
City of Mill Creek EGUV Spine Road West Connection (Phase 1) - 2 Pedestrian Easements in Addition to ROW**

Item 1: Project Administration	Prop Mgt	Admin	PM / Sr.		SR		Title	REO	Escrow	Total
			Acq Agent	Acq Agent	Acq Agent	Acq Agent				
Coord & Meetings with City and G&O										0
Certification Assistance -										0
Contract Admin & Management -										0
Project Funding Estimate / True Cost Estimate			5	3						8
Progress Reporting / Billing -										0
Coord w/Sub consultants-										0
Hours:	0	0	5	3	0	0	0	0		8
Direct Labor \$:		0.00	645.00	321.00						\$ 966.00
Item 2: Right-of-Way Acquisition										
Title Report Review, ROW Plan and Legal Descriptions Review			2	6						8
Pre-Offer/File Setup/Offer Package Assemblage			0	3						3
Negotiations			10	8						18
Clearing Title -			0	0						0
Condemn Support -			n/a							0
Data/file & Diary Maintenance & Delivery			0	0						0
Hours:	0	0	12	17	0	0	0	0		29
Direct Labor \$:		0.00	1,548.00	1,819.00						\$ 3,367.00
Direct Labor Totals:										
Hours:	0	0	17	20	0	0	0	0		37
Dollars:	0	0.00	2,193.00	2,140.00	0	0	0	0		\$ 4,333.00



Direct Salary Cost:	\$ 4,333.00
Direct Labor Rate:	n/a
Audited Overhead Rate:	n/a
Profit:	n/a
Composite Multiplier:	
*Total Labor Fee: \$ 4,333.00	
Expenses:	
Title Reports (3)	n/a
Review Appraisals	n/a
Appraisal (3)	n/a
Mileage/Travel	n/a
Reprographic, Copy, & Printing	n/a
Courier Overnight Postage	n/a
Subtotal: \$ -	
*TOTAL \$ 4,333.00	

EXHIBIT D

KEY SUBCONSULTANT LIST

**CITY OF MILL CREEK
EGUV SPINE ROAD WEST CONNECTION (PHASE 1) RIGHT-OF-WAY**

The following subconsultants are authorized to complete work on the project:

Subconsultant	Service
Abeyta & Associates	Right-of-Way Services

EXHIBIT E

KEY PERSONNEL

**CITY OF MILL CREEK
EGUV SPINE ROAD WEST CONNECTION (PHASE 1) RIGHT-OF-WAY**

Gray & Osborne, Inc. key personnel for this project are:

Name	Role
Tamara Nack, P.E.	Project Manager
David Roman-Sanchez, P.E.	Project Engineer
Kerri Sidebottom, P.E.	Project Engineer
Rick Bond, PLS	Professional Land Surveyor

EXHIBIT F

INSURANCE

See Attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 E-MAIL ADDRESS: abarga@hallandcompany.com	FAX (A/C, No): 360-626-2007
	INSURER(S) AFFORDING COVERAGE	
INSURED 4 Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A : Hartford Casualty Insurance Company	NAIC # 29424
	INSURER B : Travelers Casualty and Surety Company	19038
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1013053475 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			52UECJS3276	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	52SBADU7303	9/10/2018	9/10/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2018	9/10/2019	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: EGUV Spine Road West Connection Right of Way Services
 Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER City of Mill Creek 15728 Main Street Mill Creek WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

BUSINESS LIABILITY COVERAGE FORM

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.



5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:



a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. -- Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. -- Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Form HA 99 13 01 87 Printed in U.S.A.

Policy # 52UECJS3276



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Form HA 99 13 01 87 Printed in U.S.A.



City of Mill Creek Right of Way Procedures

The City of Mill Creek hereinafter referred to as "AGENCY", desiring to acquire real property (obtain an interest in, and possession of, real property) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way (ROW) in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY's request.

- a. Below is a list of responsible AGENCY individual names and positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached are resumes for each individual AGENCY staff listed to perform those functions below, and a brief summary of their qualifications pertaining to the specific ROW function(s) for which they are listed. The procedures shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.

i. PROGRAM ADMINISTRATION :

Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency's approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy;
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether or not ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see Appendix 25.176).

SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER

Director of Public Works & Development Services: Gina Hortillosa

Planning and Development Services Manager: Tom Rogers

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Director of Public Works & Development Services: Gina Hortillosa

Planning and Development Services Manager: Tom Rogers

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attached is a copy of the AGENCY's administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

City Manager

Date

2/6/19

Washington State Department of Transportation

Approved By:

Michelle Newlean
Local Programs Right of Way Manager

2/14/19
Date

SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER

CITY OF MILL CREEK
RIGHT-OF-WAY PROGRAM ADMINISTRATION
RELEVANT EXPERIENCE

Gina Hortillosa, PE PMP:

Experience:

November 2017 – Present

Director of Public Works & Development Services Director, City of Mill Creek, WA

Help the City Manager integrate the strategic planning of the City’s infrastructure to foster economic development and land-use to help the City prepare for the next 20 years of development. Develop a robust Capital Improvement Plan to thoughtfully shape the maintenance and revitalization of the Mill Creek community. Responsible for preserving the community’s unique character while cultivating economic prosperity through an innovative and creative approach to long-term economic development.

May 2014 – October 2017

Program Planning Supervisor, Snohomish County, WA

Supervise and lead a work group of eleven employees in program planning, manage the Department’s Transportation Improvement Program (\$35M annual budget portfolio), prioritize and strategize on securing program funding –PMO functions.

- Develop and coach employees in grant funding, project management and engineering functions. Assign, supervise and evaluate the work of employees.
- Ensure that the development and implementation of the Transportation Improvement Program is aligned with the Department’s strategic goals. Provide a clearly defined project governance structure. Support and advise project managers. Establish key performance indicators (KPIs).

- Secure a \$60M revenue source from various state and federal grants (FEMA, DOE, STP, CMAQ, TIB, BROS, HSIP and ER) by submitting over 22 grant applications in a period of six months and closely monitoring grant expenditures and billings.

April 2004-May 2014

Project Engineer, City of Kirkland, WA

Served as project manager during the entire life cycle of multiple projects. Capital Improvement Projects included: sidewalk improvements, major arterial widening projects, bridge work, e-vehicle charging station installations, manual transfer switches for generators, digital variable message signs and rectangular rapid flashing beacons (total project cost range: \$50K- \$2.3M).

- Developed project scope and carried the project through to final construction and Council acceptance. Hired consultants and managed their contracts for the preparation of Plans, Specifications and Estimate (PS&E) bid packets, right-of-way acquisition and community outreach.
- Managed contractor construction contracts. Identified as the first point of contact for property owners, business owners and residents.

- Presented oral and written information to City Council, the general public, outside agencies and provided technical expertise to Public Works crews and other City departments.
- Applied for state and federal grants. Met requirements for obligating federal funds (grant amount range: \$50K-\$1.4M).

March 2001 – April 2004

Civil Engineer/Project Coordinator

Hatch Mott MacDonald; Seattle WA and San Jose, CA

Assisted Project Management team in coordination of subconsultant work, contract management and coordination with other jurisdictions.

- Facilitated project permitting and regulatory review by identifying potential project impacts and mitigation. Interfaced with wetland biologists, landscape architects and civil engineers to assure design was in agreement with sensitive area regulations.
- Facilitated project communications between project stakeholders such as Washington State Department of Transportation (WSDOT), City of Seattle, City of Tukwila and Sound Transit.

Project Coordinator

- Managed projects from planning phase to final design. Ensured that environmental clearance and appropriate permits were acquired prior to project advertising.
- Applied for, and secured, federal and local funds in a multi-agency sponsored project.

May 1999 – February 2001

Transportation Design Engineer

David Evans and Associates, Inc.; Bellevue, WA

Transportation Design Engineer

Served as deputy Project Manager for company key clients such as Port Blakely Communities and Snohomish County Public Works.

- Responsible for mid-level client coordination of design projects. Facilitated and coordinated project meetings. Collaborated in project negotiations with clients.
- Supervised the design of three roadway improvement projects and a complex wet-dry utility system. Coordinated and communicated design process and results with external agencies.
- Prepared PS&E packets in AutoCAD. Resolved and addressed design conflicts.
- Actively participated in the company's Total Quality Management (TQM) program.

June 1997 – April 1999

Associate Structural Engineer

Parsons Corporation; Jacksonville, Florida Area

Associate Structural Engineer

Design engineer responsible for preparation of PS&E packets and quality control of project deliveries.

- Planned schedules that led to the successful completion of multiple engineering design projects.
- Supervised the work of engineering technicians and oversaw drawings production.
- Prepared project cost estimates and monthly progress reports. Assisted in the preparation of Engineering
- Proposals and technical presentation on project approach.

June 1996 – May 1997

Structural Engineer

Parsons Brinckerhoff; Seattle, WA

Structural Engineer

Design engineer responsible for estimates project quantities and quality control.

- Pro-actively coordinated with quality control managers in developing the Client Risk Management documentation to comply with ISO 9000 standards.
- Automated various bridge design computations by developing customized spreadsheets.

CITY OF MILL CREEK
RIGHT-OF-WAY PROGRAM ADMINISTRATION
RELEVANT EXPERIENCE

Thomas Rogers, AICP:

Experience:

Planning and Development Services Manager, City of Mill Creek (November 2017 to present)

- Direct and manage the Development Services Division, which included the short- and long-range Planning Division and the Building Division.
- Evaluate direct reports. Includes Building Official and Planning Division staff (2 Planners),
- Represent City on planning/development issues with neighboring jurisdictions through participation in Snohomish County Tomorrow.
- Continue to perform many of the Planning Manager duties listed below. (Planning Manager position was not filled).

Director of Community Development, City of Mill Creek (May 2012 to November 2017)

- Direct and manage the Development Services Division, which included the short- and long-range Planning Division, the Building Division, and Engineering.
- Prepare and administer the departmental budget.
- Participate as a member of the City Leadership Team in formulating and implementing City policy.
- Serve as State Environmental Policy Act (SEPA) Responsible Official.
- Evaluate direct reports, includes Building official, Planning Division staff (2 Planners), and Civil Engineer.
- Represent City on planning/development issues with neighboring jurisdictions through participation in Snohomish County Tomorrow.
- Continue to perform many of the Planning Manager duties listed below. Planning Manager (position was eliminated).

Planning Manager, City of Mill Creek (April 2002 to May 2012)

- Organized and direct short- and long-range planning programs and projects, including developing, updating and implementing the City's Comprehensive Plan and development regulations and standards consistent with state laws and community vision.
- Prepared and managed work programs to ensure compliance with statutory requirements related to the Growth Management Act, zoning, subdivisions, annexations and environmental regulations.
- Provide technical assistance to staff on more complex planning projects.
- Prepared and administered consultant contracts for City's review of proposed development project wetland mitigation reports and mitigation plans and the investigation of wetland violations.
- Oversaw the daily application, interpretation, and enforcement of City zoning, subdivision and development ordinances and other code approvals by managing the processing of land use permits and interpreting

appropriate codes and ordinances as needed and recommending amendments to the City's regulations and policies.

- Coordinated and implemented the City's development review process. Assign projects to planners and participate in planning process; interpret and apply development codes and requirements to long plats, short plats, boundary line adjustments, binding site plans, and development projects. Provided direction on formulating the staff recommendations and the preparation of the staff reports.
- Drafted and/or edited appropriate documents for the Responsible Official for implementation of the State Environmental Policy Act (SEPA).
- Prepared reports on projects and programs, and made presentations and recommendations to the Parks Board, Design Review Board, Planning Commission, and/or the City Council as appropriate.
- Monitored the progress of approved development proposals to ensure compliance with adopted Conditions of Approval and city regulations.
- Reviewed building permits for consistency with Zoning Code, Conditions of Approval, and adopted design guidelines as appropriate.
- Communicated with citizens and civic groups on planning issues and activities.
- Acted as Director of Community Development/SEPA Responsible Official in his absence.

Senior Planner, City of Mill Creek (April 1992 to April 2002)

- Project Planner for major development proposals Responsibilities included:
- Assisted general public and development community with zoning and other relevant information.
- Project Manager for the public planning process for several master plans for new City parks and prepared and presented grant applications for state funding.
- Prepared maps and conducted planning studies utilizing GIS software and other research methods.
- Coordinated the preparation of the City's Capital Facilities Program.
- Served as City's GIS staff for mapping and other reports.
- Prepared development code regulations/amendments to implement the Comprehensive Plan.

g:\public works and development services department\shr overlay project 2019\r of w procedures doc mill creek.docx

ADMINISTRATIVE SETTLEMENT POLICY

Administrative settlements that exceed fair market value (FMV) as established through the appraisal process, and in accordance with LAG Manual section 25.09, Administrative Settlement guidelines, shall be documented and thoroughly justified, and shall be set forth in writing. Administrative Settlements shall be subject to the following levels of approval authority.

1. The City's negotiator shall be authorized to offer up to \$1,000 above the FMV or up to 10% above the FMV, not to exceed \$1,000.
2. The Public Works and Development Services Director shall have the authority to make administrative settlements of up to \$5,000 above FMV or up to 25% above the FMV, whichever is less.
3. The City Manager, or his/her designee, is authorized to approve administrative settlements that exceed 25% of the appraised FMV, with no dollar limitation.

Notwithstanding the forgoing, any expenditure of funds by the City must first be approved by the City of Mill Creek City Council, which may include the approval of the forgoing settlement policy provided that in addition to the aforementioned limitations on settlement authority are adopted by the City Council, a gross limitation of the sum of all such administrative settlements is set by the City Council, subject to amendment by the City Council, and that all final settlements involving City funds must first be approved by the City Council.


City Manager

Date 2/6/19

Michelle Newlan
ROW Manager - Local Programs

2/14/19

WAIVER OF APPRAISAL PROCEDURE

The City of Mill Creek, hereinafter referred to as "AGENCY", desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

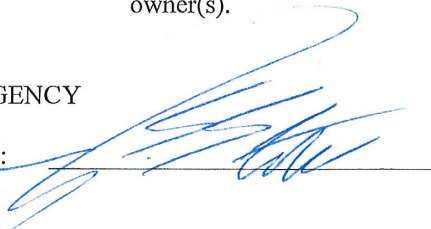
- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to-cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Director of Public Works and Development Services for approval.
- C. The City Manager signs the AOS authorizing a first offer to the property owner(s).

AGENCY

By: _____



APPROVED:

Michelle Newkirk 2/14/19
Local Programs Right of Way
Manager

LPA-003
10/2014

**SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER**



Transportation Data and GIS Office
7345 Linderson Way SW
PO Box 47380
Tumwater, WA 98501
360-570-2350 / Fax: 360-570-2400
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 24, 2018

Gina Hortillosa, P. E.
Public Works Director
City of Mill Creek
15728 Main St
Mill Creek, Washington 98012

Subject: Functional Classification Request (201717) – Proposed Spine Road.

Ms. Hortillosa:

The Federal Highway Administration (FHWA) has approved the functional classification request that was submitted by the City of Mill Creek. Attached is a copy of the approved cover letter that has been signed by FHWA.

If you have any questions, please contact Mitch Vernon, at (360) 570-2441.

Sincerely,

A handwritten signature in blue ink that reads "Mitch A. Vernon".

Mitch Vernon, Functional Classification Data Steward
Transportation Data, GIS and Modeling Office (TDGMO)
Multimodal Planning Division

SES: mav
Enclosures

cc: Mehrdad Moini / Renae Larsen	NW Region Local Programs
Robin Mayhew	NW Region Planning
Mark Bozanich	GIS Services
Stephanie Tax	Statewide Local Programs
Faris Al-Memmar	Multimodal Planning
Kelly McGourty / Gary Simonson	PSRC



**Washington State
Department of Transportation**

Transportation Data, GIS and Modeling Office
PO Box 47380
Olympia WA 98504-7380
7345 Linderson Way SW
Tumwater, WA 98501
360-570-2350 / Fax: 360-570-2400
TTY: 1-800-833-6388

December 13, 2018

Ms. Sharleen Bakeman, Planning and Freight Program Manager
Federal Highway Administration
711 S. Capitol Way, Suite 501
Olympia, Washington 98501-0943

Subject: Functional Classification Revision
Request No. 201817/HPM-WA

Dear Ms. Bakeman:

We are forwarding for your review, approval, and signature a functional classification request on behalf of the City of Mill Creek with concurrence of the Puget Sound Regional Council. We have coordinated these revisions with the appropriate local officials as required by the Federal-Aid Policy Guide-Subchapter E-Part 470.

FCID (Route ID)	Route Name	From	To	Length	Current Classification	Requested Classification	New FC Code
2792 (700000874)	Proposed Spine Rd	SR 96	Seattle Hill Rd	0.55mi	Combined Unbuilt Facility and Existing Segments	Proposed Urban Minor Arterial	94 (WSDOT Code for unbuilt future Minor Arterial)

The City of Mill Creek is requesting an addition to their Federal Functional Class Network in the East Gateway Urban Village area.

Upon completion, Spine Road would serve mobility and access as a connection between SR 96 (Principal Arterial) and Seattle Hill Road (Minor Arterial). It would also function as an alternate route to SR 96, improving access to major retail centers and residential developments. A short section in the middle of this route has been constructed. This project is in the city's TIP.

Ms. Sharleen Bakeman
12/13/2018
Page 2

Maps of the requested routes are enclosed, along with a Statewide Mileage Summary and a Seattle-Tacoma-Everett Urbanized Area Mileage Summary.

WSDOT supports this Functional Classification request and awaits your response.

If you have any questions, please contact Satira Staley, HPMS Functional Class Manager at (360) 570-2387.

Sincerely,



for
Mark Finch, Assistant Director
Multimodal Planning Division

MF:mav
Enclosures

cc: Mark Bozanich
Pat Whittaker

MS 47384
MS 47380

APPROVAL:

Dan Mathis, FHWA Division Administrator

By:



12 20 18
Date: 12/20/18

Sharleen Bakeman, Planning and Freight Program Manager

7/18/2019



East Gateway Urban Village (EGUV)
Spine Road West Connection (Phase 1)
-Professional Services

July 23, 2019

Agenda

- Project Background
- Consultant Contract
- Next Steps



2

7/18/2019

Project Background



Project Background

- Comprehensive Plan

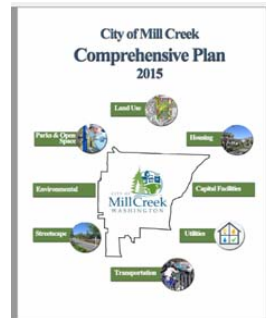


Table with 3 columns: PROJECT LOCATION, PROPOSED IMPROVEMENTS, and ESTIMATED COST. It lists various infrastructure projects such as 'Road Repaving' and 'Water Main Replacement'.



7/18/2019

Project Background

PROJECT NAME	EGUV Spine Road West Connection (Phase 1)	Transportation Project
PROJECT #	19-ROAD-15	
DEPARTMENT	Public Works and Development Services	
CATEGORY	Infrastructure	
TITLE	Construction	


STRATEGIC PRIORITY
Community Preservation, Water, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
The East Gateway Urban Village (EGUV) urban plan was designed with internal access provided via a "Spine Road". Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Primrose Apartments/Residence development, the Gateway Building, the Vintage and would be required with The Farm general application submitted in 2018. This project will complete the "Spine Road" from 30th Ave. SE to 40th Ave. SE. Costs include acquisition, review of approvals, and partial right-of-way purchase needed at two parcels for subsequent roadway design and construction. A 75.0' right-of-way width is needed for the "Spine Road". Beyond the purchase of the right-of-way in 2018, work does not yet have funds committed.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS								
By the operations and maintenance costs are anticipated:								
Expenditures	2018	2019	2020	2021	2022	2023	2024	Total
Capital Exp.	\$ 300,000							\$ 300,000
Operating Exp.								\$ 300,000
Total Project Expenditures	\$ 300,000							\$ 600,000

Funding Sources								
From Millington Funds:								
Funding Sources	2018	2019	2020	2021	2022	2023	2024	Total
Millington Funds	\$ 300,000							\$ 300,000
								\$ -
Total Project Revenues	\$ 300,000							\$ 300,000

2019-2024 Capital Improvement Plan 40



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Aerial of EGUV Zone Developments



- 1 – Primrose, Retail Building, Mill Creek Meadows Apt., The Towns at Mill Creek and Buffalo Park
- 2 - Advent Lutheran Church
- 3 – The Gateway Building
- 4 – Upper Cuts Hair Salon and Private Residence
- 5 - Vintage Housing at Mill Creek
- 6 - The Farm at Mill Creek

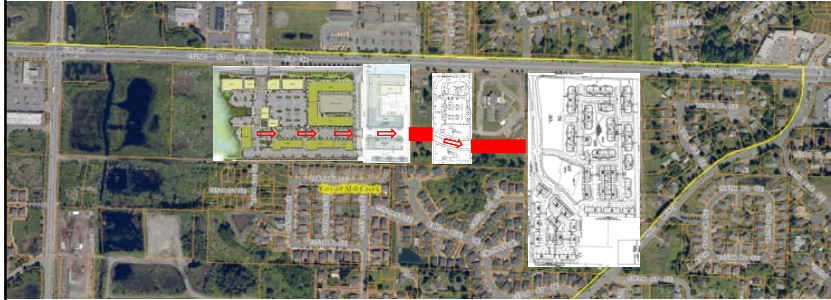


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3

7/18/2019

Aerial of EGUV Zone Developments



7

Purpose and Need

- Safety: Fully signalized access at 39th Ave. and 44th Ave. SE
- Mobility: Decrease wait times at access points onto SR96
- Connectivity: Vehicular and pedestrian access –commercial/residential



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4

7/18/2019

Project Parameters

- Phase 1: between 39th Ave. SE and 44th Ave.
- Right-of-Way only



9

Consultant Contract

- Scope of Services:
 - Two parcels for future roadway Right-of-Way
 - Surface Water Review
 - Pedestrian Easement



10

5

7/18/2019

Future Spine Road



11

Future Spine Road



12

7/18/2019

Pedestrian Easement



13

City ROW Procedures

1. Survey
2. Legal Description
3. Appraisal and Review Appraisal
4. Negotiations
5. Agreement



14

7/18/2019

Other

- Eminent domain
- Follow City ROW procedures
- FHWA functional classification



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Next Steps

Schedule

Item	Activity	2019				2020			
1	Survey			■					
2	Horizontal Alignment			■					
3	Surface Water Analysis								
4	ROW Plans				■				
5	Appraisals						■		
6	Review Appraisals						■		
7	Negotiations/Offers							■	
8	Closing								■



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7/18/2019

Proposed Motion

- Execution of Professional Services Contract



17

Comments/Questions

Gina M. Hortillosa, PE PMP
Director of Public Works and Development
Services



18

9



Agenda Item # C
Meeting Date: July 23, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 132ND STREET MID BLOCK CROSSING –PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AWARD

PROPOSED MOTION:

Adopt Resolution 2019-___ to accept a Pedestrian and Bicycle Safety Program Grant in the amount of \$675,000 for the 132nd Street Mid-Block Crossing Pedestrian Project.

KEY FACTS AND INFORMATION SUMMARY:

At the May 14th Council Meeting, Council authorized the City Manager to execute a project summary sheet for the 132nd Street Mid-Block Crossing Pedestrian and Bicycle Grant Program that confirmed the project scope of work, timeline and budget for the project. The project summary sheet served as an advanced notice of potential funding award pending the Governor's signature of the Transportation Budget.

The City has been officially notified of grant award in an amount of \$675,000 (Attachment A). The project total cost is estimated at \$750,000. The City is required to provide a 10% match or \$75,000. This expenditure was anticipated in the adopted 2019-2024 Capital Improvement Plan. Resolution 2019-___ has been prepared in anticipation of City Council's desire to accept this grant funding (Attachment B).

Beyond this mid-block crossing, traffic concerns and safety issues along 132nd St SE/ SR 96 require a holistic approach. To that extent, Staff plans on addressing the corridor speed limit at a separate Study Session in collaboration with WSDOT (Washington State Department of Transportation) Northwest Region staff.

General Background on 132nd St SE/ SR 96 Corridor:

- Multiple jurisdictions have various responsibilities on this corridor (Snohomish County, WSDOT and City of Mill Creek).
- The Average Daily Traffic east of S.R. Hwy 527 is approximately 37,000. This number is expected to rise to 40,000 by 2040.
- The corridor is situated in an urban setting and has both residential and commercial uses in close proximity.

City Council Agenda Summary
Page 2

Project Schedule:

Begin PE	09/2019
Environmental Documents Approved	08/2020
Right-of-Way Approved	09/2020
Estimated Contract Ad	12/2020
Estimated Contract Award Date	01/2021
Open to Traffic	06/2021

CITY MANAGER RECOMMENDATION:

Accept a Pedestrian and Bicycle Safety Program Grant in the amount of \$675,000 for the 132nd Street Mid-Block Crossing Project through adoption of Resolution 2019-__.

ATTACHMENTS:

- Attachment A: Pedestrian and Bicycle Safety Program Grant Award for 132nd Street Mid-Block Crossing Project
- Attachment B: Resolution 2019-__ Accepting Pedestrian and Bicycle Safety Program Grant for 132nd Street Mid-Block Crossing Project
- Attachment C: PowerPoint Presentation

Respectfully Submitted:

Michael G. Ciaravino
City Manager



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 18, 2019

Ms. Gina Hortillosa
Public Works Director
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012

**132nd Street Mid-Block Crossing
2019-21 Pedestrian & Bicycle Safety Program
State Funding**

Dear Ms. Hortillosa:

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the Pedestrian & Bicycle Safety program. The state funding is limited as shown below:

132nd Street Mid-Block Crossing **\$675,000**
Scope: See attached project summary.

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Report required to be completed by the end of March, June, September and December each year. To access the database you will need an account name and password. Your account name is **Mill Creek** and your password is **MilCr456**. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,

Kathleen B. Davis
Director
Local Programs

Attachment
KBD:st:sas

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

Project Summary

Program: Pedestrian and Bicycle
Date: June 2019
Agency: Mill Creek
Project Title: 132nd Street Mid-Block Crossing

Project Description: Pedestrian hybrid beacon, pedestrian refuge island, lighting, marked crossings.

Detailed Project Description:

Install mid-block crossing on 132nd Street SE, west of 35th Avenue SE (near Rite Aid pharmacy) to include:

1. Marked crosswalk
2. HAWK signal or pedestrian signal (interconnected with 35th Ave traffic signal)
3. Lighting improvements
4. Pedestrian Refuge Island
5. ADA ramps
6. Signage

Project Schedule:

Begin PE	09/2019
Environmental Documents Approved	08/2020
Right-of-Way Approved	09/2020
Estimated Contract Ad	12/2020
Estimated Contract Award Date	01/2021
Open to Traffic	06/2021
Design Complete (Design-only projects)	N/A

Project Cost and Award Amount:

Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$87,000	\$78,300	\$78,300
Right-of-Way	\$	\$	\$
Construction	\$663,000	\$596,700	\$596,700
Total	\$750,000	\$675,000	\$675,000

If you agree to the project summary described above, please sign below and return to Charlotte Claybrooke or Brian Wood.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Michael Ciaravino

Approving Authority Signature: 

Date: May 15, 2019.

*per Council Motion May 14, 2019
Item F*

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON APPROVING ACCEPTANCE OF GRANT FUNDING FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$675,000 FOR USE IN CONNECTION WITH A CITY PROJECT FOR A MID-BLOCK PEDESTRIAN CROSSING AT 132ND STREET SE.

WHEREAS, the City of Mill Creek ("City") desires to install a mid-block pedestrian crossing at 132nd Street SE (hereafter "Project"); and

WHEREAS, the City has the opportunity to obtain grant funding from the Washington State Department of Transportation ("WSDOT") in the amount of \$675,000 to help fund the Project, which will benefit the City, its budget demands and City residents if awarded; and

WHEREAS, the City Council previously authorized application for said grant on May 14, 2019 and has been notified by WSDOT that such funds are now available in the amount of \$675,000, which will offset City costs and expenditures and expedite and insure adequate funding for the Project; and

WHEREAS, the City Council desires to accept such funding and authorize the City Manager to execute required paperwork and take all necessary steps to receive payment of such grant and thereafter apply such funding for the purposes herein stated; and

WHEREAS, such action will substantially further the public health, safety and welfare;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, as follows:

Section 1. The City Council hereby authorizes City Manager to execute required paperwork accepting the grant described above and take all necessary steps to receive payment thereof and apply such funding for the purposes herein stated.

This Resolution shall be effective immediately upon passage, approval and signatures hereon as required by law.

PASSED IN OPEN MEETING this _____ day of ____, 2019 by a vote of _____ for, _____ against, and _____ abstaining.

PAM PRUITT, MAYOR

ATTEST:

GINA PFISTER, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

SCOTT M. MISSALL, CITY ATTORNEY

TEMPLATE RESOLUTION NO. 2 APPROVING FULL GRANT
AUTHORITY IN CITY MANAGER -- Page 2 of 2
{EFM1960511.DOCX;1/05739.000006/ }

7/18/2019



132nd Street SE Mid-Block Crossing –Grant Award

July 23, 2019

Agenda

- 132nd Street SE (SR96) background
- Engineering Options
- Grant Application
- Next Steps



2

7/18/2019

Background

PROJECT NAME:	132nd St SE Mid-block Crossing Improvements (HAWK)
PROJECT #:	18-PW-02
DEPARTMENT:	Public Works and Development Services
CATEGORY:	Roadway
TYPE:	Infrastructure

Transportation Project

STRATEGIC PRIORITY

Public Safety, Public Safety, Leadership

DESCRIPTION / JUSTIFICATION

The proposed mid-block crossing with American with Disabilities (ADA) compliant curb ramps, pedestrian refuge island, marked crosswalk, high-intensity Activated crosswalk beacon (HAWK) signal and illumination are needed to provide pedestrians a safer place to cross 132nd Street SE. A HAWK signal at the mid-block crossing on 132nd Street SE, west of 20th Avenue SE, will be installed to allow pedestrians to stop vehicular traffic in order to cross the street safely. The proposed HAWK signal will be interconnected with the existing traffic signal at 20th Ave SE, in order to reduce the potential of rear-end collisions as vehicles move from one signal to the next. The proposed improvements will install a pedestrian refuge island at the mid-block crossing to reduce the crossing distance to 20-30 ft. Illumination is limited to street lighting around the adjacent shopping area. In order to increase pedestrian visibility to others, the proposed improvements include additional lighting focused on the mid-block crossing location. Project implementation (design and construction) is contingent upon the outcome of an application for a 2018 Pedestrian and Bicycle Grant from WSDOT. Staff will also pursue other funding opportunities, including partnership with Snohomish County. Staff will not proceed with this project until the City Council is satisfied with the City's contribution and evaluation of all non-city funding sources.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS

This operation and maintenance costs are allocated and recorded at \$100 per year. This excludes any collisions that may cause significant pole damage.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction			\$ 663,000					\$ 663,000
Professional Services		\$ 87,000						\$ 87,000
Total Project Expenditures		\$ 87,000	\$ 663,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Grant - State		\$ 75,000	\$ 100,000					\$ 175,000
SEET		\$ 12,000	\$ 66,300					\$ 78,300
								\$ -
Total Project Revenues		\$ 87,000	\$ 666,300	\$ -	\$ -	\$ -	\$ -	\$ 753,300



2019-2024 Capital Improvement Plan

33

3

Background

- Residential/Commercial uses
- 35,000 ADT (40,000 ADT by 2040)
- Four 11-foot lanes with TWLTLs and right turn lanes



4

2

7/18/2019

Background



5

Option (HAWK Signal)



6

3

7/18/2019

Option (Pedestrian Signal)



7

Grant Application

- 2018 Pedestrian and Bicycle Program
- Schedule
- \$675,000 Award (\$75,000 match)
- HAWK Signal (Pedestrian Signal)



8

4

7/18/2019

Proposed Motion

- Adoption of Resolution



9

132nd Street SE Mid-Block Crossing Grant Award

Gina M. Hortillosa, PE PMP
Director of Public Works and Development
Services



10

5

7/18/2019

Background

- October 2017 –WSDOT ped counts



11

Background - Crashes

Since 2013, there have been **seven** (7) car vs. pedestrian crashes in this area:

- 2018 - during hours of darkness, a vehicle hit a pedestrian crossing the road, possible injury to pedestrian
- 2017 – Three crashes occurred, one during hours of darkness and two during dawn/ dusk; two serious injury & one classified as 'unknown injury'



12

6

7/18/2019

Crashes, continued...

- 2016 – One crash occurred during daylight hours with possible injury
- 2013 – One crash occurred during daylight hours with suspected minor injuries



13

Option (Wall)



14

7

7/18/2019

Option (barrier)



15

Option (signage)



16

7/18/2019

Option (RRFBs)



17

Background



18



Agenda Item # D
Meeting Date: July 23, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: HERON PARK PLAY AREA UPGRADES – PROFESSIONAL SERVICES (DESIGN)

PROPOSED MOTION:

Motion to authorize the City Manager to execute a contract with Blueline for design services for the Heron Park Play Areas Upgrades Project in an amount not to exceed \$58,900.

KEY FACTS AND INFORMATION SUMMARY:

Heron Park was developed in conjunction with the construction of the Parkside subdivision in 1992. The park has been well maintained over the years. However, the playground equipment is over 25 years old and has broken down to the point that repairs are no longer feasible. Currently, the playground includes: a piece geared to the 1-4 year old group, another piece geared for the 5 - 12 year old group and a spin toy. Additionally, the picnic shelter/restroom building needs to be re-roofed and painted. This project proposes to replace playground equipment and the old shake roof with a low maintenance roof that will have a longer useful life and to upgrade the lighting to energy efficient LED lighting.

In May 2019, staff contacted five consultants from the Municipal Research and Services Center (MRSC) consultant roster soliciting Request for Qualifications (RFQs) for architectural and engineering services associated with the Heron Park Play Area Upgrades Project. Blueline submitted an RFQ and staff confirmed references from other public agencies. A professional services agreement has been prepared (Attachment A). A summary of the scope of services includes:

- Design: Prepare three initial design concepts/illustrations of the Heron Park Play Area Upgrades Project. Provide architectural and engineering services for playground upgrades as well as upgrades to existing picnic shelter (paint, roof and lighting) and minor irrigation upgrades. Playground upgrades will provide ADA compliant features and options for the new shelter roof will be explored to ensure consistency with characteristics and style of the Parkside neighborhood. Playground equipment selection will be based on guidelines established by the National Playground Safety Institute (NPSI).
- Public Outreach: Support staff and participate in meetings with the Park and Recreation Board, Parkside neighborhood and other as needed.
- Bidding and Construction Phase: Prepare construction bid documents for city to advertise, and provide design support services as needed during construction phase of project.

Funding

At the July 2nd Council Meeting, Council authorized the City Manager to execute an interlocal agreement with Snohomish County in which Snohomish County will provide \$150,000 towards the playground equipment. The additional funding required to complete the project would come from city local funds. The total project budget is \$410,000 (Attachment B).

Table 1. Project Funding Sources

Funding Source	Funding Amount	Status
Snohomish County ILA	\$150,000	Executed July 2019
City Local Funds	\$360,000	
Total	\$410,000	

Table 2. Project Tentative Key Milestones

Timeline	Project Milestones
July 2019	Start Design
December 2019	Complete Design
January 2020	Advertise for Construction
Spring/Summer 2020	Begin construction

CITY MANAGER RECOMMENDATION:

The City Manager recommends that City Council authorize the City Manager to execute a contract with Blueline for professional services for the Heron Park Play Area Upgrades Project in an amount not to exceed \$58,900.

ATTACHMENTS:

- Attachment A: Contract 2019-xxxx Professional Services –Blueline
- Attachment B: 2019-2024 Capital Improvement Plan Heron Park Play Area Upgrades Project Sheet.
- Attachment C: PowerPoint Presentation

Respectfully Submitted:

Michael G. Ciaravino
City Manager

CONTRACT 2019 – _____

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
HERON PARK PLAY AREA UPGRADES**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Blueline, a Limited Liability Corporation organized under the laws of the state of Washington, located and doing business at 25 Central Way, Suite 400 Kirkland, WA 98033 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the Heron Park Play Area Upgrades (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-

built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2020 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 10.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. The Consultant shall perform the Work and complete the Project so that it conforms to the highest professional standards. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or

any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary, to produce specified work

products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of **Fifty-Eight Thousand Nine Hundred Dollars** (\$58,900.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed

or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT, THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the

rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

15.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

15.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

15.2.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together

with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

BLUELINE
25 Central Way, Suite 400
Kirkland, WA 98033
425-250-7275
425-216-4052

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

BLUELINE

Michael G. Ciaravino, City Manager

Date: _____

Melvin R Easter

Melvin R Easter, Studio Director

Date: 07/08/2019

Peggy Lauerman, Finance Director

Bars Code #: _____

Council Approval Date: _____

ATTEST:

Gina Pfister, City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

Project Name: Heron Park Play Area Upgrades Project – Mill Creek, WA
Effective Date: July 5, 2019

Job #: 19-134
19-PARK-01

Task 001 Site Survey

Fee: \$ 3,400.00 (Axis Survey and Mapping)

1. Axis Surveying and Mapping to provide field work in the area surrounding the restroom/picnic shelter building, the 155th Street SE frontage/ ADA ramp, the playground area and paved areas surrounding and connecting each. Note – the existing parking lot will be EXCLUDED.
2. Provide the design team with an AutoCAD base containing the layout and topographic information obtained in the field.

Task 002 Preliminary Design & Park Board Meeting

Fee: \$ 18,500.00 (Landscape Architecture & Civil Engineering - Blueline)

\$ 2,500.00 (Architecture – David Fall Architecture)

1. Site visit and meeting with City staff to walk the Park site, confirm design objectives and project timelines.
2. Using the information provided by the Surveyor, prepare the AutoCAD site base plan which will include: Existing playground area with equipment and edging, surrounding walks and planter beds, restroom/picnic shelter structure, 155th Street SE frontage with ADA ramp.
3. Prepare (3) “universal, inclusive and accessible” playground design concepts with images of equipment selections, associated play activities, surfacing (fall protection) options (at least one playground option will include a swing set or similar), frost-free water fountain, walkway/ADA improvements at the playground and (1) ADA ramp at 155th Street SE. Include a plaque identifying Snohomish County as a financial sponsor. **Note** – Playground equipment selection and layouts will be based on the guidelines established by the “National Playground Safety Institute” (NPSI).
4. Prepare initial thoughts for the restroom/picnic shelter, including roof replacement, painting, lighting upgrades (shelter area only), gutters, downspout repair/replacement and door replacements. Parkside HOA has expressed concern about the use of standing seam metal roofing, so alternative roofing options will be explored which are more in keeping with the Parkside community roof style and materials. City will handle communications with the Parkside HOA Board. Include sketches/renderings illustrating proposed building improvements. These services will be handled by the Architectural consultant.
5. Address upgrades/modifications to the existing irrigation system as follows: Replace valves 1 thru 15; Upgrade sprinkler heads east of valve #1 and west of valve #15; Repair water leaks in these same areas; Replace the time clock; and, Install a valve to isolate the section east of the tennis court.
6. Second meeting with city staff to present and discuss the elements listed in items 3, 4 & 5.
7. Based on City input, prepare exhibits and attend/facilitate (1) Parks Board meeting. City to provide appropriate venue and meeting notification.
8. Prepare preliminary “estimate of probable cost”, in bid format, to review with City staff.



EXHIBIT A – SCOPE & FEE

9. Based on direction from City staff, prepare the final playground layout with equipment selections, surfacing material(s), ADA and walkway upgrades and restroom/picnic shelter painting, roofing, lighting, gutters, downspout(s) and door modifications.
10. Submit the 100% design documents to city staff for review and final approval.
11. Time associated with general project administration and coordination.
12. Assumes attendance at (2) meetings with city staff and (1) Parks Board meeting.

ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- City to provide as-built or other associated existing conditions or park design information.
- City staff will handle any required jurisdictional review or permitting processes.

Task 003 Final Design & Construction Documents

Fee: \$ 21,500.00 (Landscape Architecture & Civil Engineering - Blueline)

\$ 3,500.00 (Architecture – David Fall Architecture)

1. Prepare final design and construction documents for the playground layout, equipment selections and surfacing material(s) with proper safety zones and ADA accessibility. Include a plaque identifying Snohomish County as a financial sponsor.
2. Prepare final design, details and specifications for the restroom/picnic shelter upgrades and modifications. These services will be handled by the Architectural consultant.
3. Prepare final layout, locations and associated details for required ADA ramps and walkway repair/replacement.
4. Prepare plan and details for modifications to existing irrigation system (as described in Task 002).
5. Submit 75% plans to the City for final review and comment.
6. Prepare and submit the “draft” version of project specifications - City to provide Division 1 documents to be inserted into the final Project Manual.
7. Prepare final “opinion of probable costs” in bid format and submit to City for final review and feedback.
8. Based on City comments and feedback, make final revisions to plans and specifications in preparation for the bid process.
9. Submit 100% plans and the final Project Manual to the City for final review and approval.
10. Time associated with general project administration and coordination.
11. Assumes attendance at (2) meetings with city staff.

Note: This scope of work EXCLUDES a drainage report, SEPA, grading/ROW/utility permits, and any other permitting not specifically identified in the proposal.



Task 004 Bidding Phase – Support Services

Fee: \$ 2,000.00

1. Prepare the “Construction Set” with appropriate dates and issue to the City. City will issue plans and specs to the Builder’s Exchange of Washington, Inc. with bid instructions and associated Bid Date. City to handle the advertisement for bid in appropriate publications.
2. Design team to respond to bidder questions using the Addendum form and process. Assumes one addendum to respond to all bidder questions and other project clarification items.

Task 005 Construction Phase – Design Support Services

Fee: \$ 4,500.00

1. Blueline to attend the project pre-construction meeting. City to outline project ground rules to be established, including site meetings, draw requests, and the process for submitting RFI’s, submittals, questions, design changes, etc. in accordance with the Project Manual.
2. Attend construction site meetings, as requested by City. This proposal assumes a total of (2) visits.
3. Respond to Contractor questions, RFI’s and Submittals.

Task 006 Contingency Reserve

Not-to-Exceed Fee: \$ 3,000.00

1. At the discretion of the City of Mill Creek, a reserve contingency fund will be set aside for pre-approved additional costs.

General Assumptions and Notes

- Scope and fees outlined above are based on the Project Understanding included with this proposal.
- A maximum of 2 weeks is anticipated for required interim city reviews and provision of feedback.
- The Client shall provide Blueline with all available site and property documentation.
- The fees stated above include reimbursable expenses such as printing, large format copies (larger than legal size), mileage, and plots.
- Time and expense items are based on Blueline’s current hourly rates.
- Revisions requested after the design/bid set work is complete would be considered Additional Services. A fee estimate can be provided to the Client prior to proceeding with this work.





2019 HOURLY RATE SCHEDULE

EXHIBIT A

Principal	\$200/hr
Senior Project Manager	\$190/hr
Project Manager	\$180/hr
Senior Project Engineer	\$175/hr
Project Engineer	\$170/hr
Engineer	\$150/hr
Construction Administration	\$165/hr
Construction Inspector	\$120/hr
Senior Engineering Designer	\$150/hr
Engineering Designer	\$139/hr
Senior Engineering Drafter	\$134/hr
Engineering Drafter	\$126/hr
Planning Manager	\$165/hr
Project Planner	\$150/hr
Assistant Planner	\$135/hr
Permitting Coordinator	\$125/hr
Permitting Technician	\$95/hr
Principal Landscape Architect	\$150/hr
Landscape Project Manager	\$130/hr
Project Landscape Architect	\$115/hr
Landscape Designer	\$95/hr
Landscape Technician	\$85/hr
Project Administrator	\$75/hr

Notes:

- Standard hourly rates include expenses for telephone, fax, photocopies (letter and legal size), and postage.

2019 PLOTTING RATE SCHEDULE

11" x 17" Bond	\$0.70/sheet
18" x 24" Bond	\$3.00/sheet
22" x 34" Bond	\$3.35/sheet
24" x 36" Bond	\$3.65/sheet
30" x 42" Bond	\$4.30/sheet
36" x 48" Bond	\$4.95/sheet

Notes:

- Plotting rates are reviewed annually and adjusted accordingly.
- Plotting rates include 10% Sales Tax.

2019 MILEAGE RATE SCHEDULE

Mileage	\$1.00/mile
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NOTE: ALL RATES ARE EFFECTIVE JANUARY 1, 2019, ARE REVIEWED ANNUALLY AND ARE ADJUSTED ACCORDINGLY.

THEBLUELINEGROUP.COM | MAIN 425.216.4051 | 25 Central Way, Suite 400 | Kirkland, WA 98033



BLUELINE

Exhibit 'B' to the Professional Services Agreement
Between the City of Mill Creek and The Blueline Group, LLC for the
HERON PARK PLAY AREA UPGRADES PROJECT

PROJECT SCHEDULE

- | | |
|--|---------------------------------|
| 1. Authorization to Proceed: | July 29, 2019 |
| 2. Site Survey/CAD Base | July 29 – August 9, 2019 |
| 3. Preliminary Design/Parks Board Meeting | August 12 – September 20, 2019 |
| 4. City Review | September 23 – October 4, 2019 |
| 5. Final Design/Construction Documents | October 7 – November 15, 2019 |
| 6. City Review | November 18 – December 6, 2019 |
| 7. Prep Final Plans/Specs/Cost Estimate | December 9 -December 20, 2019 |
| 8. Bidding Phase | January 13 – February 7, 2020 |
| 9. Contractor Selection/Mobilization | February 10 – February 28, 2020 |
| 10. Construction Phase | March 2 – May 31, 2020 |
| 11. Playground Certification/Project Close Out | June 1 - June 12, 2020 |
| 12. Ribbon Cutting | June 22 – June 26, 2020 |

Exhibit 'C' to the Professional Services Agreement
 between The City of Mill Creek and The Blueline Group, LLC for the
HERON PARK PLAY AREA UPGRADES PROJECT
 July 5, 2109

Heron Park Play Area Upgrades

Job Number: 19-134
 Date: July 5, 2019

Prepared By: Mel Easter, PLA
 Reviewed By:

Task #	Base Tasks	Project Manager		Project LA		LA Tech Support		Total Hours	Total Cost	Total Cost (Rounded)
		\$130/hr		\$115/hr		\$95/hr				
		Hours		Hours		Hours				
001	Site Survey	0	\$ -	0	\$ -	0	\$ -	0	\$ 3,400	\$ 3,400
002	Preliminary Design & Parks Board Meeting	65	\$ 8,450	80	\$ 9,200	35	\$ 3,325	180	\$ 20,975	\$ 21,000
003	Final Design & Construction Documents	70	\$ 9,100	100	\$ 11,500	46	\$ 4,370	216	\$ 24,970	\$ 25,000
004	Bidding Phase-Support Services	8	\$ 1,040	8	\$ 920	0	\$ -	16	\$ 1,960	\$ 2,000
005	Construction Phase-Design Support Services	12	\$ 1,560	26	\$ 2,990	0	\$ -	38	\$ 4,550	\$ 4,500
006	Contingency Reserve								\$ 3,000	\$ 3,000
	TOTAL	155	\$ 20,150	214	\$ 24,610	81	\$ 7,695	450	\$ 58,855	\$ 58,900

The Blueline Group

Exhibit 'C' to the Professional Services Agreement
 between The City of Mill Creek and The BlueLine Group, LLC for the
HERON PARK PLAY AREA UPGRADES PROJECT
 July 5, 2019

Heron Park Play Area Upgrades Project									
001 Site Survey		Surveyor							
Item #	Description	HRS	FEE	HRS	FEE	HRS	FEE	TOTAL HRS	TOTAL FEE
1	Field Survey								\$ 2,500
2	Transfer Field Information to AutoCAD								\$ 900
Total									\$ 3,400
									001 \$ 3,400
002 Preliminary Design & Parks Board Meeting		Project Manager		Project LA		LA Technical Support			
Item #	Description	\$130/hr		\$115/hr		\$95/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Site Visit/Meeting with City Staff	4.0	\$ 520	4.0	\$ 460	0.0	\$ -	8.0	\$ 980
2	Prepare Site AutoCAD Base Plan	2.0	\$ 260	0.0	\$ -	8.0	\$ 760	10.0	\$ 1,020
3	Create 2-3 Playground Concepts	6.0	\$ 780	20.0	\$ 2,300	4.0	\$ 380	30.0	\$ 3,460
4	Walkway and ADA Ramps	2.0	\$ 260	2.0	\$ 230	2.0	\$ 190	6.0	\$ 680
5	Restroom/Picnic Shelter Upgrades (Architect)	17.0	\$ 2,210	2.0	\$ 230	0.0	\$ -	19.0	\$ 2,440
6	Irrigation System Modifications	5.0	\$ 650	14.0	\$ 1,610	5.0	\$ 475	24.0	\$ 2,735
7	Meeting with Staff to Review Design Concepts	4.0	\$ 520	4.0	\$ 460	0.0	\$ -	8.0	\$ 980
8	Prepare Exhibits for Community Meeting	4.0	\$ 520	2.0	\$ 230	10.0	\$ 950	16.0	\$ 1,700
9	Attend and Facilitate Community Meeting	4.0	\$ 520	4.0	\$ 460	0.0	\$ -	8.0	\$ 980
10	Prepare Preliminary Opinion of Probable Costs	5.0	\$ 650	4.0	\$ 460	0.0	\$ -	9.0	\$ 1,110
11	Prepare Final Design Docs/ Submit for City Review	6.0	\$ 780	24.0	\$ 2,760	6.0	\$ 570	36.0	\$ 4,110
12	General Consultation and Coordination	6.0	\$ 780	0.0	\$ -	0.0	\$ -	6.0	\$ 780
Total		65.0	\$ 8,450	80.0	\$ 9,200	35.0	\$ 3,325	180.0	\$ 20,975
									002 \$ 21,000
003 Final Design & Construction Documents		Project Manager		Project LA		LA Tech Support			
Item #	Description	\$130/hr		\$115/hr		\$95/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Final Playground Plans and Details	8.0	\$ 1,040	45.0	\$ 5,175	23.0	\$ 2,185	48.0	\$ 7,540
2	Final Restroom/Picnic Shelter Plans & Details (Arch)	25.0	\$ 3,250	2.0	\$ 230	0.0	\$ -	27.0	\$ 3,480
3	Final ADA Ramp and Walkway Details	2.0	\$ 260	4.0	\$ 460	1.0	\$ 95	7.0	\$ 815
4	Final Irrigation System Plans/Details	5.0	\$ 650	16.0	\$ 1,840	2.0	\$ 190	23.0	\$ 2,680
5	Issue 75% Plans to City for Review and Comment	2.0	\$ 260	5.0	\$ 575	0.0	\$ -	7.0	\$ 835
6	Prepare and Issue Draft Version of Specifications	8.0	\$ 1,040	8.0	\$ 920	0.0	\$ -	16.0	\$ 1,960
7	Prepare and Submit Final Opinion of Probable Costs	8.0	\$ 1,040	2.0	\$ 230	0.0	\$ -	10.0	\$ 1,270
8	Final Revisions to Plans and Specs	4.0	\$ 520	12.0	\$ 1,380	6.0	\$ 570	22.0	\$ 2,470
9	Submit 100% Plans/Specs for Final City Review	0.0	\$ -	2.0	\$ 230	2.0	\$ 190	2.0	\$ 360
10	General Consultation and Administration	8.0	\$ 1,040	4.0	\$ 460	12.0	\$ 1,140	24.0	\$ 2,640
Total		70.0	\$ 9,100	100.0	\$ 11,500	46.0	\$ 4,370	186.0	\$ 24,970
									003 \$ 25,000

The BlueLine Group

Exhibit 'C' to the Professional Services Agreement
 between The City of Mill Creek and The Blueline Group, LLC for the
HERON PARK PLAY AREA UPGRADES PROJECT
 July 5, 2019

Heron Park Play Area Upgrades Project									
004 Bidding Phase - Support Services		Project Manager		Project LA		LA Technical Support		TOTAL HRS	TOTAL FEE
Item #	Description	\$130/hr		\$115/hr		\$95/hr			
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Prepare and Issue Construction Set Documents	2.0	\$ 260	4.0	\$ 460	0.0	\$ -	6.0	\$ 720
2	Issue (1) Addendum to address Bidder questions	6.0	\$ 780	4.0	\$ 460	0.0	\$ -	10.0	\$ 1,240
Total		8.0	\$ 1,040	8.0	\$ 920	0.0	\$ -	16.0	\$ 1,960
								002	\$ 2,000
005 Construction Phase - Design Support Services		Project Manager		Project LA		LA Tech Support		TOTAL HRS	TOTAL FEE
Item #	Description	\$130/hr		\$115/hr		\$95/hr			
		HRS	FEE	HRS	FEE	HRS	FEE		
1	Attend Pre-Con. Meeting with Contractor & Staff	4.0	\$ 520	4.0	\$ 460	0.0	\$ -	8.0	\$ 1,225
2	Attend (2) Construction Site Meetings	5.0	\$ 650	10.0	\$ 1,150	0.0	\$ -	15.0	\$ 1,800
3	Respond to Questions, Submittals & RFI's	2.0	\$ 260	6.0	\$ 460	0.0	\$ -	8.0	\$ 720
6	Prepare and Submit As-Builts	1.0	\$ 130	6.0	\$ 690	0.0	\$ -	7.0	\$ 820
Total		12.0	\$ 1,560	26.0	\$ 2,760	0.0	\$ -	38.0	\$ 4,550
								003	\$ 4,500
006 Contingency Reserve								TOTAL HRS	TOTAL FEE
Item #	Description								
1	Reserve Fund								\$ 3,000
Total		0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ 3,000
								003	\$ 3,000



BLUELINE

Exhibit 'D' to the Professional Services Agreement
Between the City of Mill Creek and The Blueline Group, LLC for the
HERON PARK PLAY AREA UPGRADES PROJECT

KEY SUBCONSULTANT LIST

Survey Services: Axis Survey and Mapping
 Mr. Mitch Evans, PLS
 15241 NE 90th Street
 Redmond, WA 98052

Architectural Consultant: David Fall Architectural
 Mr. David Fall, Architect
 8600 Banner Road SE
 Port Orchard, WA 98367



BLUELINE

Exhibit 'E' to the Professional Services Agreement
Between the City of Mill Creek and The Blueline Group, LLC for the
HERON PARK PLAY AREA UPGRADES PROJECT

KEY PERSONNEL LIST

Project Manager/Landscape Architect: Roby Snow, PLA LEED AP
Blueline

Studio Director/Landscape Architect: Mel Easter, PLA
Blueline

Civil Lead: Deanna Martin, PE
Blueline



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 'F'

DATE (MM/DD/YYYY)
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227		CONTACT NAME: Courtney Reading PHONE (A/C, No, Ext): (360) 734-1161 FAX (A/C, No): (360) 734-1173 E-MAIL ADDRESS: courtneyr@riceinsurance.com															
INSURED The BlueLine Group LLC The LA Studio at BlueLine 25 Central Way, Ste 400 Kirkland WA 98033		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Travelers Indemnity Co of AM</td> <td></td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co of An</td> <td></td> </tr> <tr> <td>INSURER D : Navigators Insurance Co</td> <td>42307</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Co of AM		INSURER B : The Travelers Indemnity Co		INSURER C : Travelers Property Casualty Co of An		INSURER D : Navigators Insurance Co	42307	INSURER E :		INSURER F :	
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INSURER C : Travelers Property Casualty Co of An																	
INSURER D : Navigators Insurance Co	42307																
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** CL1882355723 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807J269749	08/26/2018	08/26/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	Y	Y	BA7J269842	08/26/2018	08/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7J288623	08/26/2018	08/26/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7J740787	08/26/2018	08/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			CM18DPL078389IV	08/26/2018	08/26/2019	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Heron Park Play Area
 Certificate Holder is listed as additional insured on the General Liability per form CGD3810915 attached.
 Waiver of Subrogation and Primary & Non-Contributory included per form CGD3810915 attached.
 Auto additional insured per form CAT4200215 attached; Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Mill Creek 2701 155th St SE Mill Creek WA 98012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- B. EMPLOYEE HIRED AUTO
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- E. TRAILERS – INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE – GLASS
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

COMMERCIAL AUTO

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

PROJECT NAME:	Heron Park Playarea Upgrades
PROJECT #:	19-PARK-01

Parks and Trails Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Repair / Maintenance

STRATEGIC PRIORITY
Community Preservation, Recreational Opportunities, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
Heron Park was developed in conjunction with the construction of the Parkside subdivision in 1992. The park has been well maintained over the years. However, the playground equipment is over 25 years old and has broken down to the point that repairs are no longer feasible. Currently, the playground includes: a piece geared to the 1-4 year old group, another piece geared for the 5 - 12 year old group and a spin toy. Additionally, the picnic shelter/restroom building needs to be re-roofed and painted. This project proposes to replace playground equipment and the old shake roof with a metal roof that will have a longer useful life and to upgrade the lighting to energy efficient LED lighting.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design		\$ 50,000						\$ 50,000
Construction			\$ 360,000					\$ 360,000
Total Project Expenditures	\$ -	\$ 50,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 410,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET		\$ 50,000	\$ 360,000					\$ 410,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 50,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 410,000



7/19/2019



Heron Park Play Area Upgrades – Professional Services Agreement

July 23, 2019

Agenda

- Purpose and Need
- Consultant Scope of Services
- Project Funding
- Next Steps



1

7/19/2019

Purpose and Need



Existing Playground Equipment

3

Purpose and Need



Existing Cedar Shake Roof



3

2

7/19/2019

Consultant Scope of Services

- Playground Equipment
- Shelter Improvements
- Minor Irrigation Upgrades
- Public outreach
- Bid Documents (Advertisement)



6

Project Funding

- \$150,000 – Interlocal Agreement (ILA) with Snohomish County
- \$260,000 – Local Funds
- \$410,000 – Total Budget



7

3

7/19/2019

Next Steps

Schedule

Item	Activity	2019				2020			
1	Design			■	■				
2	Advertise for Construction					■	■		
3	Construction						■	■	



10

Proposed Motion

- Execution of Professional Services Contract



11

7/19/2019

Matthew Feeley, P.E.
Supervising Engineer



11



Agenda Item # E
Meeting Date: July 23, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SURFACE WATER AGING INFRASTRUCTURE (2020 GRADE C PIPE REPAIRS) PROJECT PROFESSIONAL SERVICES CONTRACT

PROPOSED MOTION:

Authorize the City Manager to execute a professional services contract (design) with Gray and Osborne, Inc. for the Surface Water Aging Infrastructure (2020 Grade C Pipe Repairs) Project in an amount not to exceed \$104,560.

KEY FACTS AND INFORMATION SUMMARY:

The City's Surface Water Capital Program focuses on pipes with a minimum diameter of 18 inches since their potential failure could have a negative effect on life, property or a combination of both. This *larger* infrastructure represents a total of 35,800 LF (approximately fourteen percent of the City's total surface water pipe infrastructure). Under their Contract 2018-1417, Perteet, Inc. identified pipe faults and graded their severity on a 3-tiered level of granularity: A, C and F. A graded faults were not expected to impact the longevity of the pipe. C graded faults were recommended for repair within ten years. The most severe faults were graded F and recommended to be repaired within one year.

The scope of work for the Surface Water Aging Infrastructure (2020 Grade C Pipes Repairs) Professional Services Contract (Attachment A) focuses on reviewing and prioritizing 34 pipe failures –this represents the first bundle of C graded faults identified in the 2018 Storm Pipe Repair Prioritization Memo (Attachment B). After their review of the 34 pipe failures, Gray and Osborne, Inc. will provide a recommendation on the repair method for each fault and collaborate with City staff on identifying the most cost effective construction bid packet within the target budget of \$500,000. The following tasks are included in this professional services contract:

- Task 1 – Project Management and Oversight
- Task 2 – Construction Methods Letter Report
- Task 3 – Video Inspection
- Task 4 – Surveying
- Task 5 – Utility Data Acquisition
- Task 6 – Fifty Percent Design
- Task 7 – Ninety Percent Design
- Task 8 – Final Design
- Task 9 – Quality Assurance/Quality Control
- Task 10 – Bid Support
- Task 11 – Design Support during Construction

The final selection of locations to be repaired in 2020 will be based upon completing a review of the Construction Methods Letter Report prepared under Task 2 with this contract. The project design schedule has a total duration of twenty-five weeks which represents advertising the project in December 2019/January 2020. The attached contract does not include geotechnical services, inspection services nor construction management.

As described in their scope of services, Gray and Osborne, Inc. will consider various repair methods in their design including open trench, slip-lining, cured in place pipe and spot repairs such as pipe banding at failed joints or pipe section removal and replacement.

This project has been integrated into the proposed 2019-2024 Capital Improvement Plan (CIP) under the Surface Water Aging Infrastructure Program. This contract is funded by the City's Surface Water Fund and is within the \$150,000 design budget.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to authorize a professional services (design) contract with Gray and Osborne, Inc. for the Surface Water Aging Infrastructure (2020 Grade C Pipe Repairs) Project in an amount not to exceed \$104,560.

ATTACHMENTS:

- Attachment A: Contract 2019-___ Professional Services – Gray and Osborn, Inc.
- Attachment B: Pages 5-7 from City of Mill Creek Storm Pipe Repair Prioritization Memo (2018)
- Attachment C: PowerPoint Presentation

Respectfully Submitted:

Michael G. Ciaravino
City Manager

CONTRACT _____

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
2020 GRADE C STORMWATER PIPE REPAIR**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Gray & Osborne, Inc., a corporation organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the 2020 Grade C Stormwater Pipe Repair (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-

built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2020 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 9.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. "Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed." The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional

compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work. The City acknowledges that gathering, copying and transmitting documents in this manner is not included in the Scope of Work and agrees to compensate the Engineer accordingly.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of One Hundred Four Thousand Five Hundred Sixty Dollars (\$104,560.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in

accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further

waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

15.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

15.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

15.2.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this

Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

President
Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, Washington 98144
206-284-0860 (p)
206-283-3206

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

GRAY & OSBORNE, INC.

Michael G. Ciaravino, City Manager



Brian L. Sourwine, P.E. Principal

Date: _____

Date: 7/9/2019

Peggy Lauerman, Finance Director

Bars Code #: _____

Council Approval Date: _____

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

EXHIBIT A

SCOPE OF WORK

**CITY OF MILL CREEK
2020 GRADE C STORMWATER PIPE REPAIR**

PROJECT UNDERSTANDING

The City of Mill Creek contracted with Perteet to complete an initial evaluation and rating of large stormwater pipelines (18-inch diameter and greater) within the City and presented the findings in two memos dated September 5, 2018: *City of Mill Creek – Storm Pipe Video Review* (2018 Perteet Review) and *City of Mill Creek – Storm Pipe Repair Program Prioritization* (2018 Perteet Prioritization). The 2018 Perteet Prioritization categorized the pipelines investigated into three categories of Grade F (failing – potential failure with significant impact), Grade C (passing – potential structural failure with minor impact), and Grade A (no potential failures noted). The City is currently bidding repairs for the Grade F pipelines.

The 2018 Perteet Prioritization recommended bundling of pipe repairs based on the geographic proximity and recommended pipeline repairs in the Heatherwood, Heatherstone, Huckleberry, Springtree, and Douglas Fir neighborhoods in the first year of the Grade C Repair project. There is a total of 34 Grade C failures in 25 pipe segments identified in Table 6.2 of the 2018 Perteet Prioritization. The majority of the pipe segments are within the improved right-of-way, but six segments are in easements or areas outside of the right-of-way. Work in areas outside of the right-of-way is assumed to require survey and easement legal description exhibit preparation.

To the extent feasible, trenchless technologies will be used for repairs and rehabilitation of existing pipes. Any methods used are intended to maintain similar hydraulic capacity of the pipe. Hydrologic and hydraulic modeling has not been completed for the City and is not included in the project.

The current pipe repair bundling from the 2018 Perteet Prioritization is based on geographic location. The Consultant shall review the bundling of individual points of failure in the 34 Grade C failures in 25 pipe segments identified in Table 6.2 of the 2018 Perteet Prioritization, provide a recommendation on the most efficient repair method for various pipe segments to minimize construction costs, and prepare estimated construction cost. The City desires the estimated construction cost of the 2020 Grade C Stormwater Pipe Repairs not to exceed \$500,000.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage and provide monthly progress reports and invoices.

Task 2 – Construction Methods Letter Report

Provide overall review of project construction methods for trenchless and open excavation repair/rehabilitation of the storm pipes in the 34 Grade C failures in 25 pipe segments identified in Table 5.1 of the 2018 Perteet Prioritization.

- A. Review trenchless and open-trench construction methods and summarize applicability to repairs needed to include but not be limited to:
 - 1. Sliplining
 - 2. Cured-in-Place Lining
 - 3. Spun-cast Lining
 - 4. Interior Joint/Repair Bands
 - 5. Exterior Joint/Repair Bands
 - 6. Open-Trench Replacement
- B. Review C Fault Repairs in 2018 Perteet Prioritization Report in the 34 Grade C failures in 25 pipe segments identified in Table 5.1 of the 2018 Perteet Prioritization and determine if bundling by construction methods rather than by year of discovery and geographical location provides greater benefit to the City.
- C. Prepare letter report to City on findings.

Task 3 – Video Inspection

Provide for video inspection of up to 10 pipe segments within the 34 Grade C failures in 25 pipe segments identified in Table 5.1 of the 2018 Perteet Prioritization geographical limits following detailed review of existing video inspections and pipe repair methods letter report. Selection of additional video inspection will be based on potential for additional or increased severity of the mode of pipe damage and/or pipes in the immediate vicinity that may be subject to the same type of damage but not inspected in the earlier survey. These pipes would be limited to 12-inch diameter and larger that connect directly to the already reviewed 34 Grade C failures in 25 pipe segments identified in Table 5.1 of the 2018 Perteet Prioritization.

- A. Segments are estimated at no greater than 200 feet.
- B. Confined space entry is included as needed for launch of the CCTV camera.

- C. Limited traffic control includes signage and traffic delimiters/cones within non-collector or arterial public rights-of-way but does not include flagging or special permits.
- D. DVD or electronic copy of CCTV footage and reports are included in the scope.

Task 4 – Surveying

The intent of this task is to provide surveying at locations outside of the developed right-of-way where existing as-built information for structures and improvements cannot be provided. Establishment of right-of-way will only occur adjacent to areas where stormwater pipe is installed outside of the rights-of-way and existing easements. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities.

Subtask 4.1 – Right-of-Way and Easement

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Auditor’s Office along the project corridors as required to identify the existing rights-of-way and easements along the project alignment.
- B. Overlay the existing rights-of-way easements on a plan view of the project corridor. Determine locations that will require easements to complete the repairs.
- C. Obtain title reports of affected properties. It is assumed there are six pipe segments outside of existing rights-of-way and easements. It is assumed a maximum of 12 title reports will be required.
- D. Prepare legal descriptions and exhibits for up to six segments within the project alignment (12 legal descriptions).

Subtask 4.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City-adopted datum for survey and mapping at a scale of not more than 1 inch equals 20 feet (horizontal) and 1 inch equals 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Task 5 – Utility Data Acquisition

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

Task 6 – Fifty Percent Design

Prepare 50 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed stormwater alternatives for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 6.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, as-built drawings, and other available and relevant information into the development of a base map.

Subtask 6.2 – Storm Alignment

- A. Prepare layouts and full-size drawings of stormwater design representing a 50 percent design effort to include alignment and profile as needed for open-trench repairs illustrating the proposed improvements. These proposed improvements will be designed on a base map developed from the City’s GIS data, available as-builts, and project survey data.

Subtask 6.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 6.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments. The City will select the pipe repair locations that total \$500,000 and on which final design will proceed.

Task 7 – Ninety Percent Design

Prepare project drawings, specifications, and cost estimates of the storm improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 7.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, standard traffic control plans, etc. The contract documents will require the contractor to prepare site-specific traffic control plans.

Subtask 7.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the 2018 *Standard Specifications for Road, Bridge, and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 7.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 7.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 8.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

Subtask 8.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 8.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 9 – Quality Assurance/Quality Control

- A. Oversee three in-house quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
 - 1. Fifty Percent Design (defined more fully in Task 6).
 - 2. Ninety Percent Design (defined more fully in Task 7).
 - 3. Final Design (defined more fully in Task 8).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 10 – Bid Support

Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during the bid phase. Hours estimated include up to six inquiries.
- B. Support City staff to prepare any bid addenda as may be required. Hours estimated include up to three addenda.

Task 11 – Design Support During Construction

Assist the City during the construction phase with interpreting and clarifying design intent.

- A. Review and comment on construction requests for information (RFI). Hours estimated include up to eight RFIs.
- B. Review and comment on submittals for the project. Hours estimated include up to eight total submittal reviews (initial submittal and resubmittals) for selected construction technique materials, installation methods and plans, and testing plan. Standard WSDOT materials review is not included in this scope. Hours estimated assume a single review of each submittal.
- C. Review change order proposals and prepare up to two draft change order documents for City review and negotiation.

MANAGEMENT RESERVE FUND

The Management Reserve Fund allows the City to expand the scope of work without seeking an additional and formal contract supplement, within the limits and terms as stated herein. The Consultant shall not incur costs or utilize any portion of these funds without specific and further direction from the City.

The Management Reserve Fund will consist of an amount not to exceed \$8,900, and is set aside to cover the cost of unforeseen work and/or services required for the PS&E phase of the project. Such unforeseen conditions could include additional right-of-way research, utility locates, environmental documentation, public involvement process, geotechnical assistance, additional design effort, and/or other related tasks.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Memoranda of meetings with staff, public, and Council presentations.
2. Two copies of full-scale drawings at 50 and 90 percent design effort levels. This contract anticipates a maximum of 12 plan and profile sheets will be required to facilitate the bidding and construction of this project.
3. One electronic copy in PDF format of project specifications and cost estimate at 50 and 90 percent design effort levels.
4. One electronic set of final construction drawings (PDF).
5. One electronic set of final project specifications (PDF).
6. One half-scale 11" x 17" original and five full-scale paper copy sets of final construction drawings.
7. Five original paper copies of final project specifications.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals and that comments will be compiled into a single, coordinated review document.
2. This scope of work assumes that the City will provide Gray & Osborne with relevant capacity requirements, GIS data files, video inspection files, and record drawings of existing storm sewer infrastructure along the project alignment, as may be available and/or pertinent to the project.

3. It is assumed a SEPA checklist is not required since this is a maintenance project.
4. It is assumed the Engineer will not need apply for any permits for this project. The contract documents will provide for the contractor to obtain the right-of-way permit.
5. This scope of work assumes that the City will contract separately for any easement acquisition services of a right-of-way agent.
6. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.

EXHIBIT B

PROJECT SCHEDULE

The City desires the project to be out to bid by early December 2019. We anticipate the following schedule:

Notice to Proceed	mid-July 2019
Construction Methods Letter Report	August 16, 2019
50 Percent Design Submittal	September 13, 2019
City Comments to Gray & Osborne	September 20, 2019
90 Percent Design Effort	October 25, 2019
City Comment to Gray & Osborne	November 1, 2019
Final Design Submittal	December 6, 2019

The above schedule assumes a 1-week review by the City.

EXHIBIT C

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Mill Creek - 2020 Grade C Stormwater Pipe Repair

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8				
2 Construction Methods Letter Report	2	8	12				
3 Video Inspection		2	8	12			
4 Surveying		2	4			24	40
5 Utility Data Acquisition			16				
6 Fifty Percent Design		12	28	44	84		
7 Ninety Percent Design		4	8	16	28		
8 Final Design	2	4	4	16	28		
9 Quality Assurance/Quality Control	4	8	8	8			
10 Bid Support		12	24				
11 Design Support During Construction	2	16	36	8			
Hour Estimate:	12	84	156	104	140	24	40
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$119 to \$148	\$93 to \$135	\$50 to \$132	\$118 to \$148	\$265 to \$299
Estimated Fully Burdened Billing Rate:*	\$155	\$150	\$140	\$120	\$90	\$135	\$260
Fully Burdened Labor Cost:	\$1,860	\$12,600	\$21,840	\$12,480	\$12,600	\$3,240	\$10,400

Total Fully Burdened Labor Cost:	\$ 75,020
Direct Non-Salary Cost:	
Mileage & Expenses (mileage @ current IRS rate)	\$ 280
Printing	\$ 500
Title Reports (12 @ \$500 each)	\$ 6,000
Subconsultant:	
Video Pipeline Inspection - Bravo Environmental	\$ 12,600
Subconsultant Overhead (10%)	\$ 1,260
Total Engineering Services:	\$ 95,660
Management Reserve Fund	\$ 8,900
TOTAL ESTIMATED COST:	\$ 104,560

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT D

Key Subconsultant List

No key subconsultants for this project.

EXHIBIT E

Key Personnel List

Barry Baker, Project Manager

Stacey Clear, Project Engineer

Steve Clarke, Quality Assurance/Quality Control

Rick Bond, Surveyor

EXHIBIT F

Insurance

See attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga
	PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: abarga@hallandcompany.com
INSURED 4 Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Hartford Casualty Insurance Company 29424
	INSURER B : Travelers Casualty and Surety Company 19038
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: 1502139903 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			52UECJS3276	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52SBADU7303	9/10/2018	9/10/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2018	9/10/2019	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 2020 Grade C Stormwater Pipe Repair
 The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CANCELLATION

City of Mill Creek 15728 Main Street Mill Creek WA 98012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

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b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

Policy # 52SBADU7303

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this Insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Policy # 52UECJS3276



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Form HA 99 13 01 87 Printed in U.S.A.

52SBADU7303

Gray & Osborne Inc



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

MEMORANDUM

5.0 C- FAULT PRIORITIZATION AND BUNDLING

The table below shows the prioritized list of future targeted repairs in Mill Creek. Bold underlines indicate the limit of a bundle. Bundles are summarized in Section 6.0.

Table 5.1. C- Fault Prioritization and Bundling.

Fault ID*	Year of Discovery	Neighborhood	Fault ID*	Year of Discovery	Neighborhood
1562-02	2012	Heatherwood	2377-01	2015	Evergreen
302-01	2012	Heatherwood	2377-02	2015	Evergreen
3147-01	2014	Heatherstone	2383-01	2015	Evergreen
3147-02	2014	Heatherstone	2392-01	2015	Evergreen
2088-01	2014	Huckleberry	2394-01	2015	Evergreen
2140-01	2014	Huckleberry	2398-01	2015	Evergreen
2140-02	2014	Huckleberry	2417-01	2015	Evergreen
3168-01	2014	Springtree	2417-02	2015	Evergreen
3168-02	2014	Springtree	2448-01	2015	Evergreen
3171-01	2014	Springtree	2451-01	2015	Evergreen
3175-01	2014	Springtree	2454-01	2015	Evergreen
3180-01	2014	Springtree	2454-02	2015	Evergreen
3185-04	2014	Springtree	2486-01	2015	Evergreen
3189-01	2014	Springtree	2486-02	2015	Evergreen
3189-02	2014	Springtree	2188-01	2015	Vine Maple
3205-02	2014	Springtree	2188-02	2015	Vine Maple
3207-01	2014	Springtree	2188-03	2015	Vine Maple
5270-01	2014	Springtree	2194-01	2015	Vine Maple
5270-02	2014	Springtree	2200-01	2015	Vine Maple
6-01	2015	Douglas Fir	2202-01	2015	Vine Maple
6-02	2015	Douglas Fir	2202-02	2015	Vine Maple
11-01	2015	Douglas Fir	2203-01	2015	Vine Maple
12-01	2015	Douglas Fir	2203-02	2015	Vine Maple
13-01	2015	Douglas Fir	2208-01	2015	Vine Maple
13-02	2015	Douglas Fir	2208-02	2015	Vine Maple
13-03	2015	Douglas Fir	2217-01	2015	Vine Maple
15-01	2015	Douglas Fir	2217-02	2015	Vine Maple
16-01	2015	Douglas Fir	2219-01	2015	Vine Maple
17-01	2015	Douglas Fir	2219-02	2015	Vine Maple
21-01	2015	Douglas Fir	2220-01	2015	Vine Maple
36-01	2015	Douglas Fir	2230-01	2015	Vine Maple
38-01	2015	Douglas Fir	2231-01	2015	Vine Maple
38-02	2015	Douglas Fir	2232-01	2015	Vine Maple
40-01	2015	Douglas Fir			

File location: X:\Mill Creek, City of\Projects\20180015 - Mill Creek Storm Pipe Assessment\Design\Drainage\Prioritization and Bundling\Prioritization Memo_9-5-18.docx

PERTEET

MEMORANDUM

Fault ID*	Year of Discovery	Neighborhood
2232-02	2015	Vine Maple
2234-01	2015	Vine Maple
2236-01	2015	Vine Maple
2238-01	2015	Vine Maple
2240-01	2015	Vine Maple
2240-02	2015	Vine Maple
2252-01	2015	Vine Maple
4655-02	2016	Business District
4656-01	2016	Business District
4849-01	2016	Business District
4853-02	2016	Business District
4853-03	2016	Business District
4854-01	2016	Business District
4856-01	2016	Business District
4861-01	2016	Business District
4863-01	2016	Business District
4865-01	2016	Business District
4865-02	2016	Business District
4865-03	2016	Business District
4867-01	2016	Business District
4867-02	2016	Business District
4867-03	2016	Business District
4869-01	2016	Business District
4871-01	2016	Business District
4873-01	2016	Business District
4873-02	2016	Business District
4884-01	2016	Business District
4884-02	2016	Business District
4886-01	2016	Business District
4886-02	2016	Business District
3531-01	2018	Business District
3693-01	2018	Business District
4567-01	2018	Business District
4572-01	2018	Business District
3516-01	2018	Business District
3517-01	2018	Business District
3527-01	2018	Business District
4407-01	2018	Business District

Fault ID*	Year of Discovery	Neighborhood
4407-02	2018	Business District
4407-03	2018	Business District
3856-01	2018	Amberleigh
1773-01	2018	Brighton
2787-01	2018	Northeast
5126-01	2018	Northeast
21-01	2018	Trillium
92-01	2018	Trillium
93-01	2018	Trillium
95-01	2018	Trillium
96-01	2018	Trillium
99-01	2018	Trillium
100-01	2018	Trillium
102-03	2018	Trillium
104-01	2018	Trillium
114-01	2018	Northwest
146-01	2018	Northwest
146-02	2018	Northwest
147-01	2018	Northwest
147-02	2018	Northwest
164-01	2018	Northwest
165-01	2018	Northwest
167-03	2018	Northwest
167-06	2018	Northwest
168-01	2018	Northwest
169-01	2018	Northwest
171-01	2018	Northwest
172-01	2018	Northwest
173-01	2018	Northwest
1158-01	2018	River Crossing
1159-01	2018	River Crossing
3990-01	2018	Southeast
3992-01	2018	Southeast
4083-01	2018	Southeast
4139-01	2018	Southeast

* Refer to Perteet's Storm Drain Video Observations Memorandum (August 15, 2018) for more information about each Fault ID.

PERTEET

MEMORANDUM

6.0 BUNDLING

The bundling shown below reflects the grouping of prioritized repairs listed above. F grade repairs are grouped into preliminary bid packages. Note, it is recommended that the repairs be fully designed before final bid packages are established. The bundles for C- fault repairs are organized by neighborhood and have differing values, but average about \$600,000 per year. Neighborhood groupings were given precedence over equivalent dollar values.

Table 6.1. F Repair Bundling.

Description	Repairs	Bundle Total*
Mill Creek Boulevard and Spot Repairs	5270-01, 4655-01, 4853-01, 3693-02, 4859-04, 4847-03	\$240,500
Remaining Large Pipes	640-01, 3168-03, , 3205-03, 3987-01, 3988-01, 2332-01, 2215-02, 2229-09, 4408-01, 2412-01, 1565-01, 2152-01, 2417-03, 3185-01	\$420,800

*For a detailed breakdown of repairs and costs, see the Appendix.

Table 6.2. C- Repair Bundling.

Program Year	Neighborhoods Covered	Bundle Total*
2020	Heatherwood, Heatherstone, Huckleberry, Springtree, Douglas Fir	\$600,100
2021	Evergreen, Vine Maple (North of 142nd Street SE, East of 20th Drive SE)	\$496,600
2022	Vine Maple (South of 142nd Street SE, West of 20th Drive SE)	\$602,400
2023	Business District North and Outfalls	\$636,100
2024	Business District South, Brighton, Northeast, Amberleigh	\$585,800
2025	Trillium Boulevard	\$606,800
2026	Northwest, Southeast	\$608,100

*For a detailed breakdown of repairs and costs, see the Appendix.

7.0 RECOMMENDATIONS

It is recommended that all grade F faults be repaired within one (1) year and that all grade C- faults be repaired within ten (10) years. This plan prioritizes pipe faults of most pressing concern and for which failure could result in risk to safety and property serious disruption to City functions.

For faults that should be repaired within ten (10) years, we have proposed a seven-year plan for future CIP's. A yearly allocation of \$600,000 is recommended for surface water infrastructure rehabilitation. These packages prioritize faults by date of discovery, then by region of the City. Adhering to this plan will result in all C- faults being repaired within ten (10) years of their discovery.

It should be further noted that only 18 inches and larger pipes were assessed for this analysis. The City manages approximately 264,000 linear feet (LF) of storm pipe, of which about 216,480 LF is pipes 15 inches and smaller in diameter. In a previous Perteet review of 12-inch stormwater pipes in the Wildflower and Mill Park Village neighborhoods, several faults were identified. While these pipes were not graded in the same way as the larger pipes, several faults that would qualify as F were observed. It is recommended that these pipes be assessed as well.

7/19/2019



Surface Water Aging Infrastructure (2020 Grade C Pipe Repairs)- Professional Services

July 23, 2019

Agenda

- Surface Water Program Review
- Professional Services Contract
- Financial Overview
- Next steps



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7/19/2019

Surface Water Program Review

- Storm Pipe Repair Program Prioritization (Sept. 2018)
- Pipe Fault Grades (F, C and A)
- 20 F Faults, 137 C Faults



3

Surface Water Pipe Conditions



"F" Failure



"C" Failure



4

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7/19/2019

Surface Water Program Review

Table 6.2. C- Repair Bundling.

Program Year	Neighborhoods Covered	Bundle Total
2020	Heatherwood, Heatherstone, Huckleberry, Springtree, Douglas Fir	\$600,100
2022	Vine Maple (South of 142nd Street SE, West of 20th Drive SE)	\$602,400
2023	Business District North and Outfalls	\$636,100
2024	Business District South, Brighton, Northeast, Amberleigh	\$585,800
2025	Trillium Boulevard	\$606,800
2026	Northwest, Southeast	\$608,100

*For a detailed breakdown of repairs and costs, see the Appendix.



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Professional Services Contract

- Gray and Osborn Inc. – Fee: \$104,560
 - Construction Recommendations
 - Bid Documents
 - Design Support Services



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7/19/2019

Financial Overview

Surface Water Capital Budget (2018 dollars)			
Item	Service Package	2019	2020
1	2019-2024 CIP: Surface Water Aging Infrastructure (Large Pipes only)	\$937,500	\$750,000
2	2019-2024 CIP:Water Quality Projects		\$50,000
Total:		\$937,500	\$800,000

Planned Budget

Actual Costs

\$150K (F Failure Inspection)	\$135K (F Failure Inspection)
\$637.5 K (F Construction)	\$900 K (F Construction)
+ \$150K (2020 C Failure Design)	+ \$105K (2020 C Failure Design)
\$937.5K	\$1.14M

\$1.14M - \$937.5K = \$202.5K (the delta)

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Next Steps

Public Works Performance Plan				
Item	Activity	2019	2020	2021
1	C Failures (Design) -Bundle 1	■		
2	F Failures (Construction)	■		
3	Small Pipes (Assessment)		■	
4	C Failure (Bid opening & Construction)		■	
5	C Failures (Design) -Bundle 2		■	
6	C Failures (Bid opening & Construction)			■



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7/19/2019

Proposed Motion

- Execution of Professional Services Contract



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Gina M. Hortillosa, PE PMP
Director of Public Works and Development
Services

Matthew Feeley, PE
Supervising Engineer



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Agenda Item # F
Meeting Date: July 23, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: LODGING TAX ADVISORY COMMITTEE (LTAC) SMALL GRANT FUNDING OPPORTUNITY

PROPOSED MOTION:

Motion to approve Resolution 2019-___ designating the City Manager as the authorized representative to the Snohomish County Lodging Tax Advisory Committee – Hotel/Motel small grant fund.

KEY FACTS AND INFORMATION SUMMARY:

Snohomish County is currently accepting applications from public and non-profit agencies for projects and events that assist tourism development and promotion throughout Snohomish County. Funds will be granted for the use of marketing and promotions, and the dollar amounts range anywhere from \$5,000 to \$50,000 (although the average dollar allocation is typically around \$10,000). In accordance with the newly utilized grant application process, the communications and marketing team is seeking approval from City Council to submit an official LTAC Grant application by August 16, 2019.

The City plans to purchase print, digital and social media advertising to drive awareness of our annual Memorial Day and Veterans Day commemorative ceremony and parade events throughout the surrounding Seattle area and across the state of Washington. Part of our City vision is to “foster an exceptional community experience”, which supports our goal to drive civic pride “by promoting active civic participation, public-private partnerships” and community spirit. With this vision at the cornerstone of our application, we are striving to create the largest Memorial Day and Veterans Day events in Seattle Northcountry in 2020. These major community events will help define Mill Creek as a strong player in fostering tourism in Snohomish County where visitors will naturally inject dollars into our region’s lodging, dining, and shopping economy.

The City has experienced tremendous growth and outpouring of patriotic civic pride since its 2018 Memorial Day and Veterans Day events when funds from the 2017 LTAC were used to bring greater reach with the City’s social media campaign. The City seeks to continue to improve this event that has proven to draw people from as far away as Spokane to attend.

One of the main goals of these two ceremonial events is to remind the community of the holiday meaning, while celebrating the successes of our heroes and paying respect to current active and veteran military members and nonprofit organizations. Through planning these events, the City fosters positive relationships with the Mill Creek Town Center Business Association, Snohomish County Tourism Bureau, Economic Alliance of Snohomish County, Naval Station Everett, Joint

City Council Agenda Summary
Page 2

Base Lewis-McChord and Naval Station Whidbey.

In 2020, we plan to offer a plethora of promotional marketing materials to the public. This expanded outreach effort will include media opportunities in outlets such as online radio, Paine Field publications and social media advertising sources. We aim to highlight Memorial Day and Veterans Day 2020 events. Also included in the event advertising will be a link to our City of Mill Creek Tourism website, which will in turn draw attention to lodging, dining and shopping opportunities. All promotional marketing materials will be pushed out in coordinated effort by our City communications and marketing staff.

Schedule of Events:

Receive Approval from Council	7/23/2019
Submit Grant Application to Snohomish County	8/16/2019
Funds Available to Spend on 2020 Event	Memorial Day and Veterans Day 2020

Potential Outlets to Advertise With:

Outlet		
AAA/Journey Magazine	Custom content placement	\$2,700
Pandora advertising	Visual sidebar	\$500 (\$5-7 per CPM)
Spotify advertising	Visual sidebar	\$500 (\$5-7 per CPM)
Facebook advertising	Custom placement	\$1,050
Paine Field advertising	Print and digital ad opps	\$1,500
		(\$10,000 from LTAC Grant + \$2,500 from the City/Dept budget)

In order to receive this grant, the City is required to provide 25% of the total project cost. The matching requirement may be met by a cash contribution, in-kind services, or a combination of both. With a total ask of \$10,000, the City will be required to contribute \$2,500 from the Communications and Marketing Department budget, bringing our total project budget to \$12,500.

To Note:

On June 19, 2019, Meredith Cook, Communications and Marketing Coordinator, attended the Snohomish County Hotel/Motel Grant Workshop on behalf of the City. She gained a very strong understanding of what the Board will be looking for when making their decision to grant funding. Her presence at the workshop will be noted on the City's application.

City Council Agenda Summary
Page 3

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to move forward in pursuit of the Lodging Tax Advisory Committee Small Grant opportunity.

ATTACHMENTS:

Attachment 1: Snohomish County Hotel/Motel Small Fund Grant Application for 2020 Funds
Attachment 2: Resolution 2019-_____

Respectfully Submitted:

Michael G. Ciaravino
City Manager

Snohomish County

◆
Hotel / Motel Small Fund Grant

◆
**Application for
2020 Funds**

**Completed application packages are due by 4:30 p.m.
Friday, August 16, 2019.**



Snohomish County

**Parks, Recreation & Tourism
6705 Puget Park Drive M/S 303
Snohomish, WA 98296
(425) 388-6626**

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HOTEL / MOTEL SMALL FUND GRANT

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Snohomish County

Snohomish County Parks & Recreation
6705 Puget Park Drive M/S 303
Snohomish, WA 98296
(425) 388-6626

M E M O R A N D U M

TO: Snohomish County Citizens, Jurisdictions,
Agencies and Organizations

FROM: Rich Huebner, Tourism Promotion Coordinator

DATE: June 21, 2019

SUBJECT: Notice of Funding Availability – **Please Read This First**

This Notice of Funding Availability (NOFA) announces that Snohomish County is accepting applications from public and non-profit agencies for projects that assist tourism development and promotion in Snohomish County. Funds may be used for marketing and promotions only, unless your project strongly identifies with the Snohomish County Strategic Tourism Plan (STP), in which case capital expenditures may be allowable.

The program is funded through the taxes imposed on hotel and motel room rentals in Snohomish County. **Funds will be available on or about January 22, 2020** and will be awarded on a competitive basis to eligible applicants with the demonstrated ability to complete their proposed projects by December 15, 2020. Historically, the average project allocation has been about \$10,000 but ranges from \$5,000 - \$50,000 depending on economic impact to the community and overnight stays in hotels. Details of eligibility and other program requirements are included in the application package.

To be eligible, completed applications must be received by 4:30 p.m. on **Friday, August 16, 2019 to the Snohomish County Parks, Recreation and Tourism administration building at Willis Tucker Park: 6705 Puget Park Drive, Snohomish, WA 98296**. No applications received after that time and date will be considered for funding. **Faxed or emailed applications will not be accepted.**

If you have questions, require additional information, or are in need of technical assistance, please contact Rich Huebner, Tourism Promotion Coordinator, at 425.388.6626 or rich.huebner@snoco.org.

APPLICATION PACKAGE

Please submit seven copies of your application, references, and meeting minutes (only one copy of the W-9 needs to be submitted). Please double-side your application and do not use any other paper size than 8 ½"x11". Faxed applications will not be accepted.

- The application must demonstrate that the project proponent will supply at least 25% of the total project cost. The matching requirement may be met by a cash contribution, in-kind services, or a combination of both.
- No project will be considered for funding unless it can demonstrate that it can be completed by December 15, 2020.
- Assistance program funds cannot be used to offset non-project operations and maintenance costs.
- If a sponsor submits applications for more than one project, each project must have its own complete application package and the applicant **must** rank the projects from most important to least important.
- Projects must be consistent with the County's 2018–2022 Strategic Tourism Plan, approved by Snohomish County Council in 2017. **See Appendix 1 attached to this application.**
- The program is open to applicants from public and non-profit entities with the demonstrated capacity to accomplish the proposed projects. This includes agencies such as port districts, cities and towns, museums and galleries, historical societies, arts groups, chambers of commerce, and 501(c)3 and 501(c)6 non-profits.

**Please provide the following information as attachment:
(These are requirements for an application to be considered for funding.)**

ALL APPLICANTS:

- Seven copies of the grant application, three-hole punched. NOT stapled, NOT in a binder or presentation folder. Printed double-sided.
- Two references, one from a hotel/ or motel
- Current 2019 W9

PUBLIC AGENCIES (Cities & Towns):

- Copy of meeting minutes approving project and authorizing application for funds.

PROJECTS WHICH WILL OCCUR IN ARLINGTON, BOTHELL, EDMONDS, EVERETT, LYNNWOOD, MARYSVILLE, MONROE, MOUNTLAKE TERRACE, MUKILTEO OR SNOHOMISH: These cities have their own Hotel/Motel funds and do not contribute revenues to the County fund that underwrites this program. On the cooperative commitments form you are expected to outline your efforts to secure funding from your City fund in an amount at least equal to your request for County funds.

SNOHOMISH COUNTY HOTEL / MOTEL SMALL FUND GRANT

PURPOSE

The purpose of the Snohomish County Hotel / Motel Small Fund Grant is to support projects which encourage tourism activities in Snohomish County and which advance the goals of Snohomish County's 2018-2022 Strategic Tourism Plan. Eligibility of sponsors and projects is defined broadly to encourage wide participation and innovative proposals.

The source of the funds is the county's share of sales taxes collected on hotel and motel room rentals within Snohomish County. Because of this, the amount available in any given year fluctuates in direct proportion to the level of tourism business. Historically, the average project allocation has been about \$10,000 but ranges from \$5,000 – \$50,000 depending on economic impact to the community and overnight stays in hotels.

The Snohomish County Department of Parks, Recreation and Tourism administers this grant program and staff will provide technical assistance. Please call 425-388-6626 for help.

SELECTION PROCESS

When the application solicitation period opens, staff will employ every opportunity to inform potentially eligible applicants of the funding process and its eligibility criteria. During this period, staff will also be available to provide technical assistance as applicants prepare their requests. When the solicitation period closes, staff will review applications for completeness and eligibility. Qualifying applications will then be evaluated by the County's Lodging Tax Advisory Committee (LTAC), which will make funding recommendations to the County. The Snohomish County Council will make the final decision on project approval and funding levels. Staff will then consult with sponsors of approved projects to develop contracts and scopes of work. When the sponsors and the County sign the contracts, staff will notify sponsors to proceed. It is very important that applicants are aware of the following.

- All contracts are reimbursement-based, i.e. the sponsor must expend funds on approved items and then seek reimbursement under terms of the governing contract.
- No costs incurred prior to the county's signing of a contract for an approved project can be reimbursed.
- The project approval process requires two key steps:
 - a) the Council's approval of a spending plan, **and**
 - b) the execution of the contract by signature of the County.

Only after both steps are completed is a project sponsor authorized to begin incurring reimbursable costs.

Because of the limited amount of funding available to support assistance requests, proposals will be evaluated on a competitive basis using the following criteria.

COMPETITIVE CRITERIA

Applications that meet the threshold criteria will be presented to the review panel for evaluation and scoring based on the following criteria.

1. Collaboration & Area of Impact – Stakeholders should consider how region specific experiences and attractions interact with each other and how new connections between entities can create supply chains, tours, packages and itineraries for product development. Within the newly developed regional planning framework, each region should approach this work collaboratively and consider how product development and destination marketing work together. (Please refer to Strategy 2.1)
2. Transportation/Visitor Capacity Planning – Does the project facilitate visitor transportation with special attention regarding traffic congestion, ride-sharing programs within and between urban and rural areas, and capacity planning on certain visitor routes/highways or certain destinations during peak seasons? Does the project promote alternative routes and lesser known destinations to distribute visitor traffic? (Please refer to Strategy 2.4)
3. Off-Season Development – Will the project promote tourism development during the off-season (October-April)? (Please refer to Strategy 2.10)
4. Overnight Stays – Has the project convincingly established that it will attract overnight stays? If so, does it quantify the anticipated stays and offer a credible method for corroborating the projections?
5. Visitor Way-Finding – Does the project support regional recreational corridor way-finding of shared long distance routes and trails, or improvements and enhancements to gateway community presentation?
6. Leveraging of Funds – Does the project propose an efficient, economical use of the County's funds? Does it meet the minimum match of 25% or more?
7. Project Timeframe – Is the project of such a scale that the applicant can be reasonably expected to complete within the calendar year? If not, please provide marketing plan that shows timeframe.
8. Marketing – How will the proposed project be marketed outside Snohomish County and how will that marketing be coordinated with other community marketing as well as linking to the Snohomish County Tourism Bureau's website?
9. Cooperative Commitment Form – If the project originates from within a community with its own Hotel/Motel ordinance, what degree of support has the community

committed from its own Hotel/Motel funds? If there is no city funding available, please note on the form.

10. Innovation – Does the project represent an unusual approach or does it move the County’s Hotel/Motel program in a useful new direction?

**Snohomish County
Tourism Promotion Projects
Assistance Program**

PROJECT SPONSOR INFORMATION

Project Title: _____

Project Sponsor /
Contract Authority: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Date Range and Location of Event/Project: _____

Sponsor is: Non-Profit: EIN # _____

Public agency: Tax ID # _____

How many times have you received the Hotel/Motel grant, for this activity, in past five years?

2020 Budget:

Request: \$ _____ Match: \$ _____ Total Project Budget: \$ _____

If you do not receive full funding, how would this affect your project?

Continued on next page.

P-20-_____ (For office use)

2020 Visitor Participation

Estimated overall visitors drawn: _____

Estimated number of visitors travelling 50+ miles: _____

Estimated visitors travelling from out-of-state / out-of-country: _____

Estimated one-day visitors (not paying for overnight lodging): _____

Estimated number of lodging nights generated by project: _____

Snohomish County Destination Development Participation

Did you, or a member of your organization, attend any of the following?:

- 1. 2017 Future iQ Regional Workshops Yes No
- 2. 2018 Snohomish County Tourism Summit Yes No
- 3. 2018 Future iQ Future Think-Tank Tourism Workshops Yes No
- 4. 2018 Small Fund Grant Application Workshop Yes No
- 5. 2018 Regional Branding Workshops Yes No
- 6. 2019 Snohomish County Tourism Alliance (SCTA) Kick-off Yes No
- 7. 2019 Snohomish County Tourism Alliance Conference – County Tourism Data Goes “Big” Yes No
- 8. 2019 Small Fund Grant Workshop Yes No

Completed application packages are due by 4:30 p.m., Friday, August 16, 2019.

PROJECT SUMMARY

In the space below, provide a concise, one paragraph summary of your proposed project and what tourism expansion objectives it will accomplish. If your request is part of a larger project, you may briefly describe the overall project. However, please focus the majority of your response on the specific element for which you are requesting funding.

PROJECT SCOPE OF WORK

Fully describe the project. Expand your summary paragraph from page one to address such issues as: (1) what it is you wish to do; (2) who will benefit, why and how; (3) beginning and ending dates of your project; and (4) what measures you will apply to evaluate its success. If you are requesting funds for a specific portion of a larger project, please so state but focus your response on the element for which you are requesting funding assistance. This section requires you to establish, in a clear and quantifiable way, that your project will sustain or enhance one or more aspects (to be identified by you) of tourism in Snohomish County. Proposals from projects that can prove they will generate overnight stays are preferred.

PROJECT ELIGIBILITY

How does your project align with the Snohomish County Strategic Tourism Plan? Which strategy or strategies does your project support?

ECONOMIC IMPACT

Because Snohomish County operates the Hotel-Motel fund as an economic development tool, one of the key evaluation criteria for selecting a project for funding is its potential economic benefit. In addition, the County is required to report to the State on the numbers of visitors and the numbers of overnight stays generated by each project. Please indicate the anticipated economic impact of your project and, especially, its potential for generating visitors and overnight stays. Quantify your projections and indicate how you propose to verify your results. Remember, food and fuel purchases assist the local economy but do not contribute to the Hotel-Motel fund; the fund derives entirely from taxes on overnight lodging in the county. If your project will not result directly in overnight stays, try to demonstrate how its success may contribute to generating future overnight stays. An example might be a one-day festival you sponsor which, when combined with – and jointly marketed with – an event the following day which appealed to the same audience, would encourage visitors to spend the night and attend both events. In this example, it would be important to discuss the timeframe and strategy for future implementation of an appropriate cooperative marketing campaign to link your one-day festival with the second one. Again, quantify your projections and explain the methodology by which you developed them.

PROJECT BUDGET

Please detail the budget for your project. Remember that though the County can pay no personnel costs (wages, benefits, etc.), such costs are eligible as a portion of your matching portion. The County can pay a share of such costs as postage, design and layout of printed materials, printing, and communications. Please specify whether your various match items will be either cash (C) or in-kind (I/K).

Project Name:					
Item	Requested From County	*Requested From City (if applicable)	Cash Match	In-Kind Match	Total
1.	\$	\$	\$	\$	\$
2.	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$
8.	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$
Totals:	\$	\$	\$	\$	\$

BUDGET NARRATIVE

In the space below please offer any information which you feel may provide useful background on your proposed budget such as source and rate at which matching labor costs are calculated, numbers of promotional pieces to be produced, numbers of media ads to be placed, media outlets to be used, etc.

*PROJECTS WHICH WILL OCCUR IN ARLINGTON, EVERETT, EDMONDS, LYNNWOOD, MUKILTEO, MONROE, MARYSVILLE, BOTHELL, MOUNTLAKE TERRACE OR SNOHOMISH: These cities have their own Hotel/Motel funds and do not contribute revenues to the County fund that underwrites this program. If applicable, please enter your funding request to your city or outline your efforts to secure funding from your city fund in the amount at least equal to your request for County funds.

COOPERATIVE COMMITMENTS FORM

Please provide details of your efforts to apply for city LTAC funds, in area where your project will be taking place.

As part of the grant application packet please complete this form with all information related to other funds/source contributions.

City LTAC : _____

Name of City

Date Applied: _____

Amount Requested \$ _____

Status of Application: _____

Contact Person at City: _____

Have you applied for city LTAC funds in prior years? If so, please list dates, amounts and results:

Other Funding Partners: _____

List of Cooperative Partners: _____

Amount (by partner) \$ _____

PROJECT TIMELINE
Please use the chart below to break out your project into its major items, showing when each will be accomplished.

MONTH	TASK ITEM
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Please use the space below to provide any necessary background on elements of your project timeline.

Appendix 1**TOURISM STRATEGIC GOALS AND OBJECTIVES**

Lodging tax resources are an important tool to strengthen and promote the County's tourism assets. To achieve maximum benefit and provide the greatest return on investment, Snohomish County's lodging tax resources will be awarded to applicants who can best illustrate how their project will advance the 2018-2022 Snohomish County Strategic Tourism Plan. Applicants for tourism promotion projects assistance must demonstrate that their proposed projects will address one or more of the Strategic Tourism Plan strategies.

For more information on the Snohomish County Strategic Tourism Plan, please visit <https://tinyurl.com/snocostp>, or for questions about the STP please contact Annique Bennett at: Annique.Bennett@snoco.org or 425.388.3263.

THE OVERALL STRATEGY

The 2018-2022 Plan establishes strategies to build on the strengths of Snohomish County and addresses its gaps and challenges. As a result of this multi-tiered approach, Snohomish County will continue to grow as a highly functioning tourism system. The 2020 focus is on the tourism strategies listed below:

- **Strategy 2.1 Regional Destination Product Development, Marketing and Promotion** – The Snohomish County tourism industry should organize, coordinate and facilitate regional product development, planning and marketing, to organize resources around the greatest shared priorities and challenges in a region. Develop packages and itineraries of regional activities that link experiences to develop and promote extended stays with special attention paid to linking region-specific experiences and routes with co-located attraction anchors both large and small.
- **Strategy 2.6 Visitor Wayfinding** – The county will support improvements in gateway community presence in support of the county brands and its regional sub-brands; regional corridor wayfinding of shared long-distance visitor routes and recreational trails.
- **Strategy 2.8 Aviation District & Commercial Air Service** – the County should promote and celebrate the very successful Boeing Tour, and promote the presence of the additional aviation and military history experiences at the Paine Field Airport, and around the county. The county also has the new opportunity to expand promotion of the Paine Field Airport as an important 'front line' for introducing new visitors to what Snohomish County has to offer.

- Strategy 2.10 Seasonality – Snohomish County will increase the priority, consideration and funding given to tourism marketing, promotions and communications, group meetings and sporting event sales efforts, destination product development activities, events, festivals and other co-produced visitor activities that extend stays and help reduce seasonality issues in the off and shoulder seasons (October through April).

RESOLUTION NO. 2019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK WASHINGTON AUTHORIZING THE SUBMITTAL OF A LTAC GRANT APPLICATION FOR FUNDS AVAILABLE FROM SNOHOMISH COUNTY TOURISM BUREAU TO PUT TOWARDS 2020 MEMORIAL DAY AND VETERANS DAY MARKETING AND ADVERTISING EFFORTS.

WHEREAS, the City of Mill Creek believes itself to be qualified, and is willing and able to carry out all activities described in the state grant application; and

WHEREAS, in this action the City of Mill Creek has declared its intent to conduct the LTAC grant project described in the application; and

WHEREAS, in this action the City of Mill Creek will, upon an award and acceptance of the grant, agree to the terms of the grant; and

WHEREAS, the City of Mill Creek agrees to provide the matching funds for the said project as required by the LTAC grant application; and

WHEREAS, the City Council of the City of Mill Creek authorizes Michael Ciaravino to act on behalf of the City to submit and sign an application to the Snohomish County Tourism Bureau for LTAC grant purposes and sign related documents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK WASHINGTON THAT:

The City of Mill Creek requests the funds and assistance available from Snohomish County Tourism Bureau under the LTAC grant program and will comply with agency rules for the program.

Adopted this 23rd day of July, 2019, by a vote of ____for, ____against ____abstaining and ____ absent.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

GINA PFISTER, CITY CLERK

APPROVED AS TO FORM:

SCOTT MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: 2019-_____



Date: July 23, 2019

A/P Check Batches		
Dated	Check Numbers	Amount
07/11/2019	ACH Debit-DOR-Sales Tax-Apr	\$2,110.87
07/11/2019	ACH Debit-DOR-Sales Tax-May	\$2,092.25
07/15/2019	60573-60647	\$567,407.33
07/16/2019	ACH-Union 76 Fleet-Jun	\$4,382.42
Total		\$575,992.87

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 60573 through 60647, and ACH's in the amount of \$575,992.87.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Finance Director

Councilmember

City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval1.doc

7/16/2019

My DOR

Business Licensing and Taxes

<< My DOR Services

Apr-30-2019

Welcome, Silvea Gobraiel

Settings

Help

Log Out

Home

Return Payment for \$2,110.87 ✓ Apr-30-2019

Return Due: 05/28/2019

Period

CITY OF MILL CREEK
600-598-011

Excise Tax
600-598-011 ✓

Apr-30-2019 ✓

Balance: \$0.00

Period Alerts

✓ There are no alerts

I Want To

Make a Tax Payment

File, Amend or Print Return

Request a penalty waiver

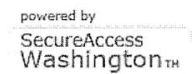
Summary

Return Tax	\$1,819.75
Penalty	\$335.77
Interest	\$7.94
Adjustment	(\$0.01)
Payment	(\$2,110.87)
Return Credit	(\$52.58)
Balance	\$0.00

Period Activity

Jul-11-2019	Processed	Combined Excise Tax Return
Jul-11-2019	Payment posted	Payment for \$2,110.87 ✓
Jun-05-2019	Letter	Notice of Delinquency

Contact us



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Working together to fund Washington's future

7/16/2019

My DOR

Business Licensing and Taxes

<< *My DOR Services*

May-31-2019

Welcome, Silvea Gobraiel

Settings

Help

Log Out

Home

Return Payment for \$2,092.25 ✓

May-31-2019

Return Due: 06/25/2019

Period

CITY OF MILL CREEK
600-598-011

Excise Tax
600-598-011 ✓

May-31-2019 ✓

Balance: \$0.00

Period Alerts

✓ There are no alerts

I Want To

Make a Tax Payment

File, Amend or Print Return

Request a penalty waiver

Summary

Return Tax	\$1,964.59
Penalty	\$172.56
Interest	\$2.31
Payment	(\$2,092.25)
Return Credit	(\$47.21)
Balance	\$0.00

Period Activity

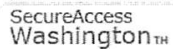
Jul-11-2019	Processed	Combined Excise Tax Return
Jul-11-2019	Payment posted	Payment for \$2,092.25 ✓
Jul-05-2019	Letter	Notice of Delinquency

Contact us



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https://secure.dor.wa.gov/atlaservices/wtp/_/#24

1/1

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 07/15/2019
Report Time: 02:38:16 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01 Effective Date: **07/16/2019**
 ACH ID: 2911225895 Batch Sequence: 3
 Application Name: CCD Payments and Collections Database Name: 76
 Batch Status: Entered Created By: LOTLEO
 Released By:

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
76 FLEET WEX BANK	0201-00-1059153	\$4,382.42	C	071000288	4539508	C	

Total Amount in Batch Total Count in Batch

Debits	\$0.00	0
Credits	\$4,382.42	1
Prenotes	\$0.00	0

Grand Total Amount Grand Total Count

Debits	\$0.00	0
Credits	\$4,382.42	1
Prenotes	\$0.00	0

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
Printed: 7/18/2019 10:08 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
60573	ABSOLGRP 719487	Absolute Graphix Inc Youth Advisory Board Shirts/Sweatshirts for Me	07/15/2019		944.25
				Total for Check Number 60573:	944.25
60574	ADPLLC 538131781	ADP, LLC ADP - Payroll Services - Workforce Now 06/15	07/15/2019	0.00	403.15
				Total for Check Number 60574:	403.15
60575	INTEGRA 16218536	Allstream T-1 Monthly Chgs - July	07/15/2019		665.85
				Total for Check Number 60575:	665.85
60576	AMAZON 116P-QJHF-CPPJ 13X3-GYNY-7H9X 16LY-LQ41-V9MP 1K4X-6Y3X-6PTP 1VKH-9N93-FTCC 1YVF-P9WW-Q1KC	Amazon Capital Services G-Mouse USB GPS Modules G-Mouse USB GPS Modules I-Phone Case For G Brink G-Mouse USB GPS Modules Emergency Police Phone - CHS Exterior USB Memory Sticks For Audio Recording Copy	07/15/2019		70.68 70.68 18.76 17.67 38.68 25.97
				Total for Check Number 60576:	242.44
60577	Aminalsk 119623	Animal Skin & Allergy Clinic Exam - Follow Up - Bagira	07/15/2019		72.00
				Total for Check Number 60577:	72.00
60578	APPLYAL M-28	Apply-A-Line, Inc. 2019 Street Pavement Marking - Final Payment	07/15/2019		178,189.42
				Total for Check Number 60578:	178,189.42
60579	BCS 2019-01MC	Bridge Coordination Services DV Services - May	07/15/2019		2,199.20
				Total for Check Number 60579:	2,199.20
60580	BRIDPETS 00099 00103	Bridges Pets 1 Bag Victor Ultra Pro - Bagira 1 Bag Victor Hi-Pro Plus - Bagira	07/15/2019		65.51 53.50
				Total for Check Number 60580:	119.01
60581	BRUCEDEE 6218	Bruce Dees & Associates LLC MCSP Turf & Light Project - Amendment #1	07/15/2019		3,450.00
				Total for Check Number 60581:	3,450.00
60582	BUDCLAR	Bud Clary	07/15/2019		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	08792	2019 Chevrolet Tahoe Police Pursuit Vehicle - C:			39,300.96
			Total for Check Number 60582:	0.00	39,300.96
60583	CDW SWQ7500	CDW Government Office 365 Licenses - 2 New Employees - A. Cr	07/15/2019		491.22
			Total for Check Number 60583:	0.00	491.22
60584	CINTAS 4025307628 4025307628A	Cintas Corporation Loc. #460 Floor Mat Service 07/05 Floor Mat Service 07/05	07/15/2019		51.59 112.83
			Total for Check Number 60584:	0.00	164.42
60585	COHENLAW 1	Cohen Law Group Prof Svcs - Comcast Franchise Fee Audit	07/15/2019		600.00
			Total for Check Number 60585:	0.00	600.00
60586	COMCAST 849831021045701 849831021072434	Comcast High Speed Internet Fee 07/18 - 08/17 Internet For ITS 07/14 - 08/13	07/15/2019		191.42 106.42
			Total for Check Number 60586:	0.00	297.84
60587	COPIETC AR42011	Copiers Etcetera, Inc. B&W MFP IM430F Lanier Copier	07/15/2019		1,600.00
			Total for Check Number 60587:	0.00	1,600.00
60588	CrowellA Crowell	Adriel L Crowell Returned Direct Deposit 07/10/19	07/15/2019		402.23
			Total for Check Number 60588:	0.00	402.23
60589	DATAQST 9283	DataQuest, LLC Background Check - S. Gobrail - Sr. Accountant	07/15/2019		184.50
			Total for Check Number 60589:	0.00	184.50
60590	DATECINC 34174	DATEC Inc 1 Panasonic Toughpad - BMW Motorcycle	07/15/2019		4,447.57
			Total for Check Number 60590:	0.00	4,447.57
60591	DVNPTGRP 103214	Davenport Group, Inc Rugged External Antenna Car #48	07/15/2019		142.55
			Total for Check Number 60591:	0.00	142.55
60592	MOCKINGJ MCFM709 MCFM7-2	Sarah Dylan July 9th - 33 Vendors, 1 DS Vendor, 1 Prepaid C: July 2nd - 32 Vendors, 1 DS Vendor, 2 Prepaid C	07/15/2019		352.00 396.00
			Total for Check Number 60592:	0.00	748.00
60593	FCSGROUP 2923-21906053	FCS Group Prof Svcs - 2018 Surface Water Rate Study	07/15/2019		855.00
			Total for Check Number 60593:	0.00	855.00
60594	GLOBAL	Global Equipment Company	07/15/2019		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	11490872	Emergency HVAC Repair - Library			540.23
			Total for Check Number 60594:	0.00	540.23
60595	GRYOSBRN 16	Gray & Osborne Inc Prof Svcs - 35th Ave Reconstruction 05/26 - 06/2	07/15/2019		2,445.22
			Total for Check Number 60595:	0.00	2,445.22
60596	HEATHI Reimb Heath	Ilia Heath Reimburse Meals & Mileage - TAC Training - I)	07/15/2019		70.97
			Total for Check Number 60596:	0.00	70.97
60597	SNOCOINS 1000501648	Snohomish County Information Services Internet Through Snohomish Co. - Annual Paym	07/15/2019		756.00
			Total for Check Number 60597:	0.00	756.00
60598	WSCJTC 201132885	Wa State Criminal Justice Training Commis Pre-Supervisors Course - T Hughes, M Schuerm	07/15/2019		400.00
			Total for Check Number 60598:	0.00	400.00
60599	McClure Payment #3	McClure and Sons, Inc. Construction - Exploration Park - Progress Paym	07/15/2019		198,206.88
			Total for Check Number 60599:	0.00	198,206.88
60600	POLICEGU June 2019	Mill Creek Police Guild Police Guild Dues - June	07/15/2019		2,040.00
			Total for Check Number 60600:	0.00	2,040.00
60601	NATW NNO1681 NNO1681A	National Association of Town Watch 50 Dog Bandanas "Dog Walker Watch" Use Tax - 50 Dog Bandanas "Dog Walker Watch	07/15/2019		253.52 -24.09
			Total for Check Number 60601:	0.00	229.43
60602	NORTHSH 9641	Northshore Senior Center Allocation for Senior Program - 2nd Qtr 2019	07/15/2019		3,750.00
			Total for Check Number 60602:	0.00	3,750.00
60603	IIMC 37797	International Institute of Municipal Clerks IIMC Annual Dues - G Pfister	07/15/2019		170.00
			Total for Check Number 60603:	0.00	170.00
60604	OMWATT 826039 826041 826042	Ogden Murphy Wallace Attorneys Prof Legal Services - Finance - May Prof Legal Services - Martin Suit - May 35th Ave SE Reconstruction - May	07/15/2019		1,065.00 1,040.00 3,246.50
			Total for Check Number 60604:	0.00	5,351.50
60605	OREILLY 2986-211692 2986-213536 2986-214548	O'Reilly Automotive Inc Repair Kit - Polaris, Air Plug/Hose Fitting, Lock Connector's - Turf Grooming Equipment and Pol 8 Gallons Washer Fluid - Fleet Supplies	07/15/2019		59.29 23.61 20.24

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 60605:	0.00	103.14
60606	Otak 000061900360 000061900360A	Otak, Inc., Prof Svcs - MC Blvd Corridor Subarea Plan Thr Prof Svcs - MC Blvd Corridor Subarea Plan Thr	07/15/2019		3,985.35 9,299.15
			Total for Check Number 60606:	0.00	13,284.50
60607	PACTOP 1-T1094840 1-T1094844	Pacific Topsoils, Inc. Brush Removal - SR 527 Brush Removal - SR 527	07/15/2019		31.50 15.00
			Total for Check Number 60607:	0.00	46.50
60608	ELLITIRE 064462008156 064462008317 064462008370	PepBoys-Remittance Dept 4 Tires, Wheel Balance/Alignment Car #41 Ignition Coil, Engine Diagnostic, Replace Spark LOF, Front Brake, Rear Brake Rotor Car #41	07/15/2019		1,411.32 573.29 1,174.49
			Total for Check Number 60608:	0.00	3,159.10
60609	PETTY CA 1 10 10A 10B 2 3 4 5 6 7 8 9 9A 9B 9C 9D 9E 9F 9G	Petty Cash Fund Replacement Batteries For CD Sensors in Police Cash Token 07/02 -POP Kids Club Farmer's Mar Cash Token 07/02 -POP Kids Club Farmer's Mar Cash Token 07/02 -POP Kids Club Farmer's Mar St Paddy's Day Wellness Breakfast Parking - Snohomish County Meeting - J Busch Parking - WE-Day Event For YAB 04/18 Car #1 Parking - WE-Day Event For YAB 04/18 Car #2 Snohomish County Parking - Tomorrow Meeting Parking - IT Mtg - Snohomish County - J Busch Parking - Harborview Hospital - Case #2019-713 Cash Token 06/18 - Farmer's Market - Grain Arti Cash Token 06/18 - POP Kids Club Farmer's Ma Cash Token 06/18 - POP Kids Club Farmer's Ma Cash Token 06/18 -POP Kids Club Farmer's Mar Cash Token 06/25 - POP Kids Club Farmer's Ma Cash Token 06/25 - POP Kids Club Farmer's Ma Cash Token 06/25 -POP Kids Club Farmer's Mar Cash Token 06/25 -POP Kids Club Farmer's Mar	07/15/2019		14.12 1.00 16.00 37.00 7.37 4.00 10.00 10.00 7.00 4.00 4.00 9.00 6.00 48.00 6.00 21.00 30.00 3.00 6.00
			Total for Check Number 60609:	0.00	243.49
60610	PILCKREN 84286	Pilchuck Rentals and Equipment Sales Dolly Rental - Piano On Main St. Project	07/15/2019		56.84
			Total for Check Number 60610:	0.00	56.84
60611	425Magaz 2019ci-639	Premier Media Group 425 Weekly/E News 07/11 & 07/18	07/15/2019		500.00
			Total for Check Number 60611:	0.00	500.00
60612	PRYTHSP 717467 717467A	Protect Youth Sports Background Checks - D Gerard - Communicatic Background Checks - A Crowell & A Salahshooi	07/15/2019		8.95 17.90
			Total for Check Number 60612:	0.00	26.85
60613	Pruitt P	Pam Pruitt	07/15/2019		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	Reimb Fruitt	Reimb Mileage, Lodging, Parking -AWC Conf-F			904.19
			Total for Check Number 60613:	0.00	904.19
60614	PUBSAF 2019-0412	Public Safety Testing 2nd Qtr Subscription Fees April - June 2019	07/15/2019		271.00
			Total for Check Number 60614:	0.00	271.00
60615	SNOCPUD 105150582 118379448 118380483 128295854 131602025 131604276 134906148 134911823 134911824 138115135 141429932 164203977	PUD No. 1 of Snohomish County 13332 44th Ave SE 06/04 - 07/02 1700 Mill Creek Rd 05/24 - 06/24 15601 22nd Ct SE 05/25 - 06/26 15429 1/2 Bothell Everett Hwy 06/06 - 07/05 2701 155th St SE 05/29 - 06/26 Street Lights - 386 Lights - 100W 06/01 - 06/30 3401 148th St SE 05/21 - 06/19 4842 SAC 06/06 - 07/05 4560 SAC 06/04 - 07/05 2501 147th Pl SE 05/21 - 06/20 15429 Bothell Everett Hwy 06/06 - 07/05 15510 Village Green Dr 05/29 - 06/26	07/15/2019		38.30 68.79 19.98 17.66 16.52 1,389.60 21.50 61.27 39.77 37.32 19.51 15.66
			Total for Check Number 60615:	0.00	1,745.88
60616	RAMERJ 2019-07	Jon Ramer Consulting Services - Memorial Day Parade	07/15/2019		2,000.00
			Total for Check Number 60616:	0.00	2,000.00
60617	RONGERJ 9033	John Rongerude P.S. Conflict Public Defender #9Z0532425	07/15/2019		300.00
			Total for Check Number 60617:	0.00	300.00
60618	SANDACLN May/June May/June1	Sanda Cleaners Uniform Dry Cleaning - G. Elwin & S. Eastman Uniform Dry Cleaning - S. Conner	07/15/2019		162.38 229.73
			Total for Check Number 60618:	0.00	392.11
60619	SERKING 519871ff	Service King #224 Mill Creek Body Damage Repairs - Car #46	07/15/2019		1,819.95
			Total for Check Number 60619:	0.00	1,819.95
60620	COLATHSL 7212 7214	Columbia Athletic Club- Silver Lake Junior Tennis Camp: 5-7 Years 06/25 - 06/28 #7 Junior Tennis Camp: 8-12 Years 06/25 - 06/28 #7	07/15/2019		242.20 746.20
			Total for Check Number 60620:	0.00	988.40
60621	SILVERL 14112-27585 14737-19068 17679-27345 17684-27596 24079-27593 32140-27632 32141-27633 35995-27914 35996-27914	Silverlake Water District 132nd & SR 527 - Irrig 06/01 - 06/30 13617 28th Dr SE - Irrig 06/01 - 06/30 15429 1/2 Bothell Everett Hwy 06/01 - 06/30 15429 Bothell Way - Irrig 06/01 - 06/30 Hillside Irrig 06/01 - 06/30 13903 N Creek Dr - Irrig 06/01 - 06/30 13903 N Creek Dr 06/01 - 06/30 SR 527 - Irrig 06/01 - 06/30 14600 SR 527 - Irrig 06/01 - 06/30	07/15/2019		23.20 7.60 200.00 135.00 119.40 270.20 89.90 7.60 7.60

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	35997-27914	13800 N SR 527 - Irrig 06/01 - 06/30			28.40
	35998-27914	1600 SR 527 - Irrig 06/01 - 06/30			7.60
	35999-27914	15200 SR 527 - Irrig 06/01 - 06/30			7.60
	36000-27914	15100 N SR 527 - Irrig 06/01 - 06/30			7.60
	36016-27914	SR 527 & Trillium Blvd - Irrig 06/01 - 06/30			49.20
	36025-27914	14600 SR 527 - Irrig 06/01 - 06/30			31.00
	36026-27914	SR 527 & Dumas Rd - Irrig 06/01 - 06/30			25.80
	36365-27593	Dumas Rd - Irrig 06/01 - 06/30			22.30
	37034-30017	14721 12th Ave SE - Irrig 06/01 - 06/30			7.60
	37680-27914	0 33rd Dr & Northpointe Circle - Irrig 06/01 - 06/30			20.60
	40191-27914	13315 45th Ave SE - Restroom 06/01 - 06/30			73.65
		Total for Check Number 60621:		0.00	1,141.85
60622	SMARSH INV00522866 INV00522866A	Smarsh Inc Text Archiving Platform - Verizon Monthly 06/0 Use Tax -Text Archiving Platform - Verizon Mor	07/15/2019		273.91 -11.03
		Total for Check Number 60622:		0.00	262.88
60623	SNOCOM 1599	Snohomish County 911 Dispatch Services - July	07/15/2019		19,690.67
		Total for Check Number 60623:		0.00	19,690.67
60624	SNOCOC 2019-5282	Snohomish County Corrections Jail Service Fees - May	07/15/2019		17,929.37
		Total for Check Number 60624:		0.00	17,929.37
60625	SNOCOPW I000501352 I000501352A I000501352B I000501352C	Snohomish County Public Works Signal Maintenance - RR7552 - Dumas Rd & Pa Signal Maintenance - Mill Crk Rd & Village Gre Signal Maintenance - Mill Crk Rd & Seattle Hill Signal Maintenance - Dumas & N Creek Dr	07/15/2019		364.08 176.30 176.30 153.20
		Total for Check Number 60625:		0.00	869.88
60626	SNOCOSH1 2019-5306	Snohomish County Treasurer Inmate Medical Billing - May	07/15/2019		734.86
		Total for Check Number 60626:		0.00	734.86
60627	SNDPUBIN EDH862033 EDH864366 EDH864370	Sound Publishing Inc Notice of Application - Everett School District Publication Amendment of Ordinance #2018-851 Publication of Ordinance #2018-851	07/15/2019		61.54 32.58 30.77
		Total for Check Number 60627:		0.00	124.89
60628	STAND July	Standard Ins. Company RA Life, AD&D & LTD Prem - MEBT - ER - July	07/15/2019		4,249.59
		Total for Check Number 60628:		0.00	4,249.59
60629	STAND2 July	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - July	07/15/2019		2,141.96
		Total for Check Number 60629:		0.00	2,141.96
60630	STARDMSV 012359-IN	Stardom Services Inc May Services Janitorial - CHN	07/15/2019		1,184.13

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	012359-IN1	May Services Janitorial - CHS			995.00
	012359-IN2	Carpet Cleaning - CHN			1,650.00
			Total for Check Number 60630:	0.00	3,829.13
60631	STERICYC 3004742744	Stericycle Inc Biomedical Waste Services - Monthly Fee	07/15/2019		20.72
			Total for Check Number 60631:	0.00	20.72
60632	BLUELINE 17229	The BlueLine Group Prof Services - Grade F Pipe Repairs 06/04 - 06/	07/15/2019		11,830.50
			Total for Check Number 60632:	0.00	11,830.50
60633	THYSSEN 3004707057	Thyssenkrupp Elevator Corp. Elevator Maintenance - CHN 07/01 - 09/30	07/15/2019		1,279.11
			Total for Check Number 60633:	0.00	1,279.11
60634	TRANSUN 06909111	Trans Union LLC Basic Service Monthly Fee - Credit Checks 05/2	07/15/2019		55.25
			Total for Check Number 60634:	0.00	55.25
60635	TLOLLC 839489	TransUnion Risk and Alternative Background/Identity Investigations - June	07/15/2019		55.25
			Total for Check Number 60635:	0.00	55.25
60636	ULINE 110005973	Uline CPL Self-Laminating Pouches	07/15/2019		89.52
			Total for Check Number 60636:	0.00	89.52
60637	UNWAYSNC July 2019	United Way of Snohomish County United Way EE for July 2019	07/15/2019		220.00
			Total for Check Number 60637:	0.00	220.00
60638	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 06/01 - 06/30	07/15/2019		26.00
			Total for Check Number 60638:	0.00	26.00
60639	USPS City Connection	USPS Postage - City Connection Magazine - Summer I	07/15/2019		2,274.48
			Total for Check Number 60639:	0.00	2,274.48
60640	UULC 9060189 9060189A	Utilities Underground Location Center On-Call Location Service - 64 Locates On-Call Location Service - 63 Locates	07/15/2019		81.92 81.91
			Total for Check Number 60640:	0.00	163.83
60641	VERIZON 9832495750 9832629254	Verizon Wireless Access & Usage Chgs - City Cell Phones 05/21 - Access & Usage Chgs - Public Safety 05/23 - 06	07/15/2019		1,851.39 153.06
			Total for Check Number 60641:	0.00	2,004.45
60642	WWGRAIN	W.W. Grainger, Inc.	07/15/2019		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	9211339131	24 - Coated Gloves, Palm and Fingers			85.12
	9223418550	Plumbing Repair Supplies			16.60
	9223726341	Plumbing Repair Supplies			228.07
			Total for Check Number 60642:	0.00	329.79
60643	WALTNELS 710934 710935	Walter E. Nelson Co. 6 Cs 1-Ply Tissue/12 Cs Liners 6 CS Foam Soap, 7 CS Towel Roll, 12 CS TP, 1	07/15/2019		845.72 1,041.75
			Total for Check Number 60643:	0.00	1,887.47
60644	WASTPAT I19008882	Washington State Patrol Background Checks - June	07/15/2019		79.50
			Total for Check Number 60644:	0.00	79.50
60645	WHPACIFI IN71917W IN75204W	WHPacific, Inc Prof Svcs - Seattle Hill Road Preservation 02/18 Prof Svcs - Seattle Hill Road Preservation 05/13	07/15/2019		15,577.90 1,706.52
			Total for Check Number 60645:	0.00	17,284.42
60646	WCLLC June 2019	WIESE CONSULTING, LLC Prof Svcs - Grade F Pipe Repairs - June	07/15/2019		2,189.29
			Total for Check Number 60646:	0.00	2,189.29
60647	AFSCME June 2019	WSCCCE, AFSCME, AFL-CIO Union Dues - AFCSME - June	07/15/2019		1,320.88
			Total for Check Number 60647:	0.00	1,320.88
			Total for 7/15/2019:	0.00	567,407.33
			Report Total (75 checks):	0.00	567,407.33



Date: July 23, 2019

Payroll Check Batches		
Dated	Check Numbers	Amount
06/10/2019	ACH Wire-Assoc. of WA Cities	\$90,270.59
07/10/2019	ACH Wire-Assoc. of WA Cities	\$91,071.93
07/10/2019	ACH Automatic Deposit Checks	\$168,119.99
07/10/2019	ACH Wire- FWT & Medicare Taxes	\$29,689.42
07/10/2019	ACH Wire MEBT – Wilmington Trust	\$24,298.26
07/10/2019	ACH Wire – BAC – Flex Savings Acct	\$1,422.40
07/10/2019	ACH Wire – BAC – Health Savings Acct	\$162.49
07/10/2019	ACH Wire – ICMA RC – Def. Comp	\$1,762.87
Total		\$406,797.95

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$406,797.95.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Finance Director

Councilmember

City Manager

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2019\Payroll Voucher Approval 07.10.2019.docx
7/18/2019

**ASSOCIATION OF WASHINGTON CITIES
MILL CREEK, CITY OF**

ACCOUNT SUMMARY - contains all changes to this account as of 06/06/2019 03:41:01 PM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH: 06/2019
COVERAGE MONTH: 06/2019
PAYMENT DUE BY: **06/10/2019**
CURRENT BILLING AMOUNT: \$90,264.37
PRIOR OVERAGE OR SHORTAGE: \$0.00
ADJUSTMENTS: \$6.22
TOTAL AMOUNT DUE: **\$90,270.59**

100 186 L 062019 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	06/2019	\$ 90,270.59

If you have questions concerning your billing, please contact the Association of Washington Cities Office at (800) 562-8981 or (360) 753-4137 or Northwest Administrators, Inc. at (206) 726-3345.

MAIL PAYMENT TO: *If payment is made by check, please print a copy of this page and mail it with your payment to the following address.*

ASSOCIATION OF WASHINGTON CITIES
PO BOX 84303
SEATTLE, WA 98124-5603

ASSOCIATION OF WASHINGTON CITIES

MILL CREEK, CITY OF

ACCOUNT SUMMARY - contains all changes to this account as of 07/05/2019 03:45:55 PM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH:	07/2019
COVERAGE MONTH:	07/2019
PAYMENT DUE BY:	07/10/2019
CURRENT BILLING AMOUNT:	\$91,071.93
PRIOR OVERAGE OR SHORTAGE:	\$0.00
ADJUSTMENTS:	\$0.00
TOTAL AMOUNT DUE:	\$91,071.93

100 186 L 072019 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	07/2019	\$ <u>91,071.93</u>

If you have questions concerning your billing, please contact the Association of Washington Cities Office at (800) 562-8981 or (360) 753-4137 or Northwest Administrators, Inc. at (206) 726-3345.

MAIL PAYMENT TO: *If payment is made by check, please print a copy of this page and mail it with your payment to the following address.*

ASSOCIATION OF WASHINGTON CITIES
 PO BOX 84303
 SEATTLE, WA 98124-5603

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:28 Pay Date:07/10/2019 P/E Date:06/30/2019
 Qtr/Year:3/2019 Run Time/Date:18:38:33 PM EDT 07/08/2019

Taxes Debited	Federal Income Tax	22,261.47	
	Earned Income Credit Advances	0.00	
	Social Security - EE	0.00	
	Social Security - ER	0.00	
	Social Security Adj - EE	0.00	
	Medicare - EE	3,419.11	
	Medicare - ER	3,418.75	
	Medicare Adj - EE	(0.38)	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	COBRA Premium Assistance Payments	0.00	
	Federal Unemployment Tax	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	196.72	
	State Family Leave Insurance - ER	0.00	
	State Medical Leave Insurance - EE	177.16	
	State Medical Leave Insurance - ER	216.59	
	Transit Tax - EE	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
School District Tax	0.00		
Total Taxes Debited	29,689.42		
Other Transfers	Full Service Direct Deposit Acct. Nc	168,119.99	Total Liability
	Total Amount Debited From Your Account		197,809.41
Bank Debits & Other Liability	Checks	0.00	197,809.41
	Adjustments/Prepay/Voids	0.38	197,809.79
Taxes- Your Responsibility	None this payroll		197,809.79

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 07/18/2019 10:10:38 AM CDT

Domestic High Value (Wire)
Payment Category: Urgent/Wire

Status: Confirmed By Bank
Transaction Number:

Template Name: MATRIX/MEBT
Template Code: WILTRUST

Debit Account Information

Debit Bank:
Debit Account:
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account:
Beneficiary Bank ID:
JPMORGAN CHASE BANK, NA
1111 POLARIS PKWY
COLUMBUS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 24,298.26

Value Date: 07/15/2019

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: lolleo
Approved: olauerman
Initial Confirmation:
Confirmation #:

Input Time: 07/15/2019 2:42:17 PM CDT
Time: 07/15/2019 4:18:26 PM CDT

ACH Cash Pro Online
City of Mill Creek

Report Date: 07/15/2019
Report Time: 02:35:36 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	07/16/2019
ACH ID:		Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Entered	Created By:	LOTLEO
Released By:			

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,422.40	C			C	

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$1,422.40	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$1,422.40	1
Prenotes	\$0.00	0

ACH Cash Pro Online
City of Mill Creek

Report Date: 07/15/2019
Report Time: 02:36:57 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	07/16/2019
ACH ID:		Batch Sequence:	2
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Entered	Created By:	LOTLEO
Released By:			

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$162.49	C			C	

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
--	------------------------------	-----------------------------

Debits	\$0.00	0
Credits	\$162.49	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
--	---------------------------	--------------------------

Debits	\$0.00	0
Credits	\$162.49	1
Prenotes	\$0.00	0

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 07/18/2019 10:07:06 AM CDT

Domestic High Value (Wire)
Payment Category: Urgent/Wire

Status: Confirmed By Bank
Transaction Number

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank
Debit Account:
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account:
Beneficiary Bank ID: 1
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,762.87

Value Date: 07/15/2019

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: lotleo
Approved: plauerman
Initial Confirmation
Confirmation #:

Input Time: 07/15/2019 2:41:05 PM CDT
Time: 07/15/2019 4:19:14 PM CDT



MINUTES

City Council Special Meeting

5:00 PM - Tuesday, March 12, 2019

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

The agenda for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 5:00 p.m.

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
John Steckler, Councilmember
Stephanie Vignal, Councilmember*

Councilmembers Absent:

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- A. At 5:01 p.m. the Council recessed to executive session to evaluate the qualifications of an applicant for public employment pursuant to RCW 42.30.110(1)(g). The executive session concluded at 5:55 p.m.

No action was taken.

RECONVENE TO REGULAR SESSION

B.

The meeting reconvened to regular session at 5:55 p.m.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 5:55 p.m.

Pam Pruitt, Mayor

March 12, 2019 SPECIAL COUNCIL MEETING MINUTES

Gina Pfister, City Clerk

March 12, 2019 SPECIAL COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, March 12, 2019

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).
The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:
Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
John Steckler, Councilmember
Stephanie Vignal, Councilmember

Councilmembers Absent:

AUDIENCE COMMUNICATION

A. Public comment on items on or not on the agenda

Wil Nelson, a Mill Creek resident, expressed concern over Attachment 3 of The Farm Development Agreement.

PRESENTATIONS

B. New Employee Introduction

Director of Public Works & Development Services Gina Hortillosa introduced the City's new Supervising Engineer, Matthew Feeley.

C. Presentation of Ceremonial Plank from USS Ralph Johnson

Commander Mahon from Naval Station Everett presented Council with an honorary plank from the USS Ralph Johnson and thanked the City for ceremonially adopting the ship.

Mayor Pruitt issued a [proclamation](#) adopting the USS Ralph Johnson and its crew as

March 12, 2019 REGULAR COUNCIL MEETING MINUTES

official members of the Mill Creek community and asked all residents of Mill Creek to extend the hand of friendship and home to the crew.

D. Northshore Senior Center

Northshore Senior Center CEO Brooke Knight led Council through a PowerPoint presentation detailing services and support provided by the Senior Center. Ms. Knight reviewed their organizational values, programs, 2018 highlights, and explained the importance of having a senior center in the community. Ms. Knight briefed Council on future needs of the Center including additional clinical services, expanded outreach, and expanded community partnerships.

NEW BUSINESS

E. Approval of Surface Water Bond Reimbursement Resolution

Interim City Manager Bob Stowe explained that tonight's presentation is a follow-up from Council's last discussion, and that a reimbursement resolution is an early and recommended step.

Director of Finance & Administration Peggy Lauerman explained that if the organization completes the project and finances it with tax-exempt debt, then it is the organization's intent to reimburse itself for appropriate expenses under IRS and Treasury rules. An organization that passes a resolution has the option, but not the obligation, to reimburse itself. An organization that does not pass a resolution forgoes, with few exceptions, the option to reimburse itself.

Councilmember Steckler made a motion to adopt Resolution 2019-578 authorizing the City's Director of Finance & Administration to be the City's responsible official for purposes of designating certain expenditures for potential reimbursements from City authorized and approved bonds, pursuant to the United States Department of Treasury Regulations. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

F. Exploration Park Professional Services - Addendum No. 4 to Contract 2017-1319 with MIG/SVR

Director of Public Works & Development Services Gina Hortillosa gave a brief overview of MIG/SVR's current contract and described the scope of services covered in the addendum, including responding to requests for information, review of certain submittals, on-site meetings, and review of as-built/record drawings. Director Hortillosa reviewed the contract budget, construction phase total cost estimate, and the construction timeline.

Councilmember Todd made a motion to authorize the City Manager to execute Addendum No. 4 to Contract 2017-1319 for professional services with MIG/SVR in an amount not to exceed \$26,380. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

G. Update the City's Policy for Scheduled use of Mill Creek Sports Park and Ordinance Amending the Mill Creek Municipal Code Related to Miscellaneous Fees

March 12, 2019 REGULAR COUNCIL MEETING MINUTES

Director of Communications & Marketing Joni Kirk explained that the policy for scheduled use of Mill Creek Sports Park needed to be updated based on Council direction at the March 5, 2019 meeting. Director Kirk detailed changes made to the policy that will affect the Mill Creek Municipal Code (MCMC).

Director Kirk presented [a revised updated policy](#) that reflects changes to 6.8.12.a that were made after the Council packet was posted last Friday.

Council engaged in discussion.

Councilmember Todd made a motion to approve Ordinance 2019-848, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, AMENDING THE MILL CREEK MUNICIPAL CODE SECTION 3.42.230 MISCELLANEOUS FEES; AND ESTABLISHING AN EFFECTIVE DATE. Councilmember Vignal seconded the motion. The motion passed unanimously.

STUDY SESSION

H. The Farm Development Agreement

Senior Planner Christi Amrine facilitated a study session to discuss the proposed Development Agreement in preparation for the March 26, 2019 public hearing. Ms. Amrine reviewed Council's requested changes and provided clarification.

Council reviewed the revised Development Agreement, procedures and consideration of housing issues related to The Farm, the updated fiscal impact analysis, and the updated FAQ's on the City's website.

Council engaged in discussion. A study session on the spine road will be held at an upcoming meeting.

CONSENT AGENDA

- I. Approval of Checks #59908 through #59974 and ACH Wire Transfers in the Amount of \$1,012,931.34**
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)
- J. Payroll and Benefit ACH Payments in the Amount of \$204,917.11**
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)
- K. City Council Meeting Minutes of November 27, 2018**

Mayor Pro Tem Holtzclaw made a motion to approve the consent agenda. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

REPORTS

L. Mayor/Council

Mayor Pruitt reported that she will be attending the State of the Station at Naval Base Everett on April 11 and encouraged Council to attend.

March 12, 2019 REGULAR COUNCIL MEETING MINUTES

Mayor Pruitt reported that House Bill 1105 passed, eliminating penalties on delinquent taxes.

Mayor Pruitt reported that she spoke at the last Town Center Business Association meeting.

Mayor Pruitt reported that the Swift Green Line grand opening event will be held on March 24 at McCollum Park.

Councilmember Cavaleri reported that the Park & Recreation Board met last week and discussed providing additional funding or appreciation events for the Youth Advisory Board.

Councilmember Vignal reported that she will be attending the upcoming Vision 2050 Summit on March 21.

Mayor Pro Tem Holtzclaw reported that he will also be attending the Vision 2050 Summit.

Councilmember Todd reported on the 2019 AWC Lobby Day on March 25.

- M.** City Manager
- Council Planning Schedule

Interim City Manager Bob Stowe reported that WRIA 8 still needs a Council designee and asked Council to finalize at an upcoming meeting.

Interim City Manager Bob Stowe reported that 35th Ave SE has been reopened.

- N.** Staff
- Quarterly Financial Report
 - Neighborhood Focus Group Notes from January 10, 2019

AUDIENCE COMMUNICATION

- O.** Public comment on items on or not on the agenda

Wil Nelson, a Mill Creek resident, commented on the opening of 35th Ave SE.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:01 p.m.

Pam Pruitt, Mayor

March 12, 2019 REGULAR COUNCIL MEETING MINUTES

Gina Pfister, City Clerk

March 12, 2019 REGULAR COUNCIL MEETING MINUTES



Snohomish County Light Rail Communities

What is this project?

The voter-approved Sound Transit 3 will bring light rail to Snohomish County in the mid-2030s. Sound Transit will extend light rail north of Lynnwood to Everett via Paine Field. Two stations will be located in unincorporated Snohomish County at 164th Street (Ash Way Station) and 128th Street (Mariner Station) respectively near the intersection with I-5. To prepare for the arrival of light rail, Snohomish County is proactively planning with the surrounding communities and stakeholders to best integrate land use and transit while minimizing the impacts to residents and businesses.

In preparation for the arrival of light rail, Snohomish County is hosting open houses, both in-person and online, for the public to engage in the Light Rail Communities project to provide feedback on planning efforts. Members of the public are invited to learn about how the county is preparing. This is an once-in-a-lifetime opportunity for the county to leverage major transit and transportation investments to benefit Snohomish County's future. This feedback will help determine how to plan for a transit oriented community.

Open House Events

- Online open house: available until July 31 - <https://snocolrc.participate.online>
- In-person open house: July 18 from 5-7 p.m.
Mariner High School, 200 120th St SW, Everett, WA 98204
- In-person open house: July 25 from 5-7 p.m.
Oak Heights Elementary, 15500 18th Ave W, Lynnwood, WA 98087

Final decisions on the action station location and alignment will be made by the Sound Transit Board. The county's project will help inform a Subarea Plan, part of the county's Growth Management Act Comprehensive Plan (GMACP), and future transportation planning.

July 15, 2019 Herald article:

<https://www.heraldnet.com/news/county-sees-a-dense-tall-future-near-light-rail-stations/>



JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
		Council				
7	8	9	10	11	12	13
		Council				
14	15	16	17	18	19	20
21	22	23	24	25	26	27
		Council				
28	29	30	31			

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		Council				
8	9	10	11	12	13	14
		Council				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		Council				
29	30					

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: July 17, 2019

No Meetings in August

September 3, 2019

(Agenda Summary due August 19)

- Quality of Life Items – Greg & Gina H
- PD Strategic Plan – Greg

September 10, 2019

(Agenda Summary due August 26)

- Presentation: Waste Management
- 2020 Community Events – TBD
- Study Session: Quality of Life Items – Greg
- Study Session: Grant Funding Application - Michael

September 24, 2019

(Agenda Summary due September 9)

- Presentation: Swift Orange Line – Community Transit
- EOC – Greg
- Study Session: Construction Tax Revenue – Michael
- Study Session: Crosswalk Locations & Standards – Gina H
- Report: Farmer’s Market

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Council	2	3	4	5
6	7	8 Council	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Council	23	24	25	26
27	28	29	30	31		

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 Council	6	7	8	9
10	11	12 Council	13	14	15	16
17	18	19	20	21	22	23
24	25	26 Council	27	28	29	30

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Council	4	5	6	7
8	9	10 Council	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	31	31				

Possible Work Session Topics for Discussion

- Utility Project Management - Michael
- Hotel/Motel Theater Tax - Michael
- ST3 Stations - Sound Transit
- Legislative Retreat - Michael
- Gold Star Memorial - Michael
- Dobson Remillard Property - Michael
- Fleet Program - Gina H/Greg/Peggy
- Community Funding Criteria and Source of Funds - Michael
- Surface Water System Study Group - Gina H
- Updates to the Governance Manual - Michael
- Compensation Strategies - Charlie



15728 Main Street, Mill Creek, WA 98012
Administration 425-745-1891
Police 425-745-6175
All Other Departments 425-551-7254

**Park & Recreation Board Meeting Minutes
May 1, 2019**

Members Present:

Jim Erlewine, Chair
David Chapin, Vice Chair
Tyler Hogan
Melissa Duque
Tammy Dunn

Not Present:

Brett Nagle
Peter Lalic
Vince Cavaleri, Council Representative

Also Present:

Joni Kirk, Director of Communications and Marketing
Jay Sandstrom, Recreation Coordinator
Alli Phofl, Youth Advisory Board

I. CALL TO ORDER

Chair Erlewine called the meeting to order at 5:07 p.m. Members and staff were present as noted above.

II. MINUTES

Vice Chair Chapin moved, seconded by Chair Erlewine, to approve the March 6, 2019, minutes as presented. The minutes were approved by members present.

III. YOUTH ADVISORY BOARD UPDATES

Youth Advisory Board Member Alli Phofl recapped the past events that the Youth Advisory Board participated in. The backpack and school supply drive for local organization Fostering Together concluded in April. This drive brought in over \$450 worth of school supplies for foster care youth donated by the community. Youth Board Members also helped with Stuff the Bus with the Everett School District by sorting donated school supplies. As a result of service projects completed earlier in the year, Youth Board Members attended WE Day at the Tacoma Dome. WE Day consists of musical acts, motivational speakers and performances. Eggstravaganza was held on April 20. Youth Board Members stuffed over 18,000 eggs prior to the event and helped volunteer on event day. Upcoming events for the Youth Board are the Memorial Day Ceremony and Parade, 2019-2020 member interviews and a Council Recognition Slideshow.

IV. OLD BUSINESS

MCSP Grand Re-Opening

Director Kirk and Recreation Coordinator Sandstrom informed the board of delays in the Mill Creek Sports Park construction timeline. Due to poor weather the infilling of the turf was delayed. The park is currently scheduled to open during the week of May 6-10.

The Grand Re-Opening has been scaled back to a ribbon cutting and will be held on May 28th at 5:30pm. Park board members were encouraged to attend the Party in the Parks event at the Sports Park on July 25 from 5-7 p.m.

Exploration Park Status

Director Kirk informed the board that the Exploration Park project began construction on April 15. Timeline to open is currently late October or early November. Specific outreach and communication about the project has been taking place between the City and the North Point HOA President.

V. NEW BUSINESS

Introduce New Board Member

Member Tammy Dunn introduced herself to the board. This was her first meeting with the Park and Recreation Board since being appointed in late March. Member Dunn has been a resident of Mill Creek for five years. She has been working at the Snohomish County Tourism Bureau / Snohomish County Sports Commission for 14 years and is currently the Sports Development Director.

Youth Advisory Board Recognition

Topic is tabled due to Councilmember Cavaleri being absent.

Scheduling the Annual Park Tours

Board members present decided on the dates and times for the 2019 Park Tours. Tours will be held on Wednesday, June 5, and Thursday, June 6, from 3:30-5:30 p.m. Chair Erlewine explained the purpose and nature of the park tour. He described how it is used as an opportunity for the board to provide suggestions for changes, renovations or recommendations regarding the condition of City of Mill Creek parks.

VI. FOR THE GOOD OF THE ORDER

Upcoming Events:

- Mill Creek Garage Sale – Saturday, May 4
- City and Kiwanis Electronic Recycling Event – Sunday, May 5
- Memorial Day Ceremony and Parade – Monday, May 27
- Mill Creek Boulevard Sub Area has a study beginning summer 2019 about

developing the area. The City is recruiting for advisory members.

- New City Manager Michael Ciaravino starts Monday, May 6

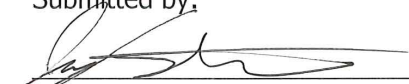
Board Member Attendance

Chair Erlewine covered the topic of board member attendance. City Code outlines a board member can be removed from the board after missing 3 consecutive regular meetings without being excused. Member Nagle has not been present since the October 3, 2018, meeting. The board decided that Recreation Coordinator Sandstrom would draft and send a letter to Member Nagle informing him of this situation. This letter will provide Member Nagle the opportunity to respond within five business days with his preferred choice of action: removal from the board or retaining his seat and committing to attend regular meetings.

VII. ADJOURNMENT

Vice Chair Chapin moved to adjourn the meeting at 5:40 p.m., seconded by Member Hogan. The motion passed unanimously. The next meeting is scheduled for June 5, 2019, and is the park tour at 3:30-5:30 p.m.

Submitted by:



Jay Sandstrom, Recreation Coordinator